

1884-029 Chancery Causes: John M. Whitehead vs. Alexander Vandeventer  
Lee Co. Adm. of William Vandeventer &c vs. Martha Vandeventer &c

Folder 1 of 2

Sage, Yearry, Miles, Robinson, Pridemore

CA-Debt/Estate Dispute  
T-Property  
Migration

Will: 1861 : William Vandeventer : Lee County

-Deed



To the Honorable Judge of the Circuit  
Court of Lee County Virginia

Your orator John M. Whitehead humbly  
complaining sheweth unto your Honor -  
That, on, the 28<sup>th</sup> day of April 1862,  
and Alexander Vandeventer, Your orator  
and one C. S. Jayne, executed their cer-  
tain writing obligatory, sealed, with  
their seal, and signed with their signatures  
by which they were jointly bound to pay  
one day after the date thereof to ~~and~~  
pay one Mr W. Richmond, the sum of  
one-thousand dollars. Your orator now  
alleges that, the said Vandeventer was  
principal in said note or bond and  
that your orator, and the said Jayne  
were his securities for the payment  
thereof - That neither your orator or the  
said Jayne ever received one cent of  
value from the execution of the said  
note, but upon the contrary have been  
most grievously, burdened, and oppressed  
thereby. Some time after the execution  
of the said note, the said Jayne a sol-  
dier, in the Confederate Army; <sup>and</sup> thus  
leaving your orator and the said Vande-  
venter surviving obligors. Thus matters  
stood at the close of the late war;  
when the said Vandeventer then a sin-  
gle man left, this poor manwealth, seeking  
employment in some of the western states,  
where he for several years continued a  
wanderer, & where he now resides



As your orator is informed & believes.  
The bond before mentioned, being subject to  
the provisions of the stay laws, which since  
the close the late war have existed in this  
State he has had no trouble from the  
collection, of said claims faster than his  
own discretion, and opportunities, indicated  
to him, the best mode of settlement.

On the 18<sup>th</sup> day of May 1869, in view of  
the fact, that the debt would soon have  
to be liquidated, by your orator and the said  
James estate, your orator the administrators  
Guardians of the infant heirs of the said  
Jayne, & the said Richmond, met and made  
a calculation of the said note, & interests  
first applying the scale of depreciation  
the same; and at which time your orator  
completed, an arrangement, with the  
Guardians, aforesaid & the said Richmond  
by which the said Richmond was to accept  
the said Guardians for one-half which they  
then ascertained to be five hundred each that  
is five hundred dollars to be paid  
by your orator - five hundred by the said  
Guardians - Your orator paid by the hands  
of James W. One on that day, one hundred  
dollars, no part of which has been paid  
him by the said Vandeventer, and on the  
same day, your orator, with one Martin  
S. Jayne, as his securities, entered into  
and executed their notes, payable by in-  
stallments of \$100. & payable in one, two,  
and three years from date.

Thus it will be seen, that on the first  
of these bonds your orator will be <sup>bonded</sup> entitled  
to pay the said Richmond \$106. on the second  
\$112. on the third \$118. and on the fourth \$124.  
making the gross sum for which he is liable  
\$560. but your orator is advised that  
he is only entitled to recover from the  
said Vandeventer the sum & its interest  
which he actually pays for said Van-  
deventer - The note or bond first men-  
tioned, together, with a statement on its back  
of the same, of the settlement made between  
your orator the aforesaid Guardians & the said  
Richmond will be filed with this bill  
marked A. and proposed to be considered there-  
with. Your orator alleges that the said  
Vandeventer, as distributee, under the  
will of his father William Vandeventer  
was at the time of the execution of the  
note first aforesaid, entitled, to one  
tenth of a valuable tract, of land, sit-  
uate <sup>subject to a life annuity of one fourth</sup> in this County, but has heretofore  
been encumbered, by a life estate of his  
said Mother, the widow of the said testator  
William; but <sup>your</sup> orator alleges, that, the said  
Widow one Martha Vandeventer, now claims  
her, life estate therein, to so much as the  
said Alexander, may be entitled to -  
The said Alexander Vandeventer has no  
personal estate known, to your orator; and  
this land, will be greatly, inadequate, to  
the discharge, of what your orator has  
& will have to pay as herein before stated.



Agan Kndomex P. 2



To the Honorable judge of the Circuit Court  
of Lee county in chancery now sitting  
Your orator and oratrix; William W. Sage  
Shiriff administrator, with the will annexed  
of William Vandever, late of this county  
now deceased; William W. Geary, guardian of  
Nancy Vandever, Robert B. Vandever, William  
Putnam Vandever and Martha A. Vandever,  
infants of the said William Vandever deceased,  
and Elizabeth Geary, formerly Vandever, wife  
your orator, William W. Geary, humbly  
complaining, sheweth unto your Honor; that  
the said William Vandever, (father of  
your oratrix), now deceased, before his death  
to wit on the 18<sup>th</sup> day of October 1866, made  
and published his last will and testament in  
the words & figures following to wit:—

"I, William Vandever, do make and  
publish, this my last will and testament, here-  
by revoking, and making void, all other wills  
by me at any time made:— First of all I  
direct that my funeral expenses, and all my  
debts be paid as soon after my death as  
possible, out of any money that I may be  
possessed of or may first come into the  
hands of my executor. Secondly, I give  
and bequeath to my daughter, Elizabeth Geary  
one hundred dollars, to be paid to her—  
on the first day of March 1863. Thirdly  
I give and bequeath to my son Thomas P.  
Vandever, one hundred dollars, when he  
arrives to twenty-one years of age,— Fourthly  
I give and bequeath to my daughter Isula Van-  
derenter one hundred dollars when she may



"arrive at age of twenty one years. Fifthly I  
 "I give to my daughter Nancy Vandeventer  
 "one hundred dollars, when she arrive to the  
 "age of twenty one years old. Sixthly, I give  
 "to my son Robert Vandeventer, one hundred  
 "dollars, when he may arrive to the age of  
 "twenty one years old. Seventhly, I give to  
 "my son William Putnam Vandeventer, one hundred  
 "dollars, when he arrive to the age of twenty  
 "years of age. Eighthly, I give to my daughter  
 "Martha A. Vandeventer, one hundred dollars  
 "when she may arrive to the age of twenty one  
 "years of age; This is to make the above named  
 "children equal with Guston and Alexander  
 "Vandeventer, that have all ready received a  
 "hundred dollars each of them out of my  
 "estate. Ninthly, I desire that my Executor shall  
 "pay two thousand dollars, out of the moneys  
 "that may fall due to my estate, in land where  
 "ever my widow Martha Vandeventer, or children  
 "may wish to locate them; and desire that  
 "sum of money vested in <sup>the</sup> land, so purchased.  
 "And that my wife Martha Vandeventer, shall  
 "be the proprietor of ~~the~~ said land, as long as  
 "she may remain a widow, to raise and take  
 "care of, and school my children as she may  
 "think best, also I give to my wife Martha  
 "Vandeventer six hundred and fifty dollars, if so  
 "much remains after paying the above named  
 "money or property to be disposed of. also I give  
 "to my wife Martha Vandeventer, my two wagons  
 "and the gearings belonging to the same, and all of  
 "my farming utensils, to dispose of as she may  
 "think best, together with one yellow horse

"and one sorrel horse, and one set of Blacksmiths  
 "tools and what cattle sheep and hogs, that I may  
 "be seized and possessed of, and one more and colt  
 "or the value thereof, that my son Guston Van-  
 "deventer, has traded off as I have understood  
 "with all my house hold and kitchen furniture  
 "and her saddle he has to dispose of as she may  
 "think best; and the above named two thousand  
 "dollars, to be vested in land, shall be equally  
 "divided amongst my children namely, Guston  
 "Vandeventer, Alexander Vandeventer, Elizabeth  
 "Gery, Thomas Vandeventer, Ursula Vandeventer, Jane  
 "Vandeventer, Robert Vandeventer, William Van-  
 "deventer & Martha Ann Vandeventer, at the death of  
 "my wife Martha Vandeventer. Lastly I do here  
 "by nominate and appoint Larkin Vandeventer  
 "my Executor. Witnessed. This will was  
 "only admitted to record, in the County Court  
 "of Lee County, on the 21<sup>st</sup> day of January 1861  
 "A copy of which said will is herewith filed  
 "as part of this bill marker & under this  
 "will the said Larkin Vandeventer Executor  
 "qualified and entered upon his duties as such  
 "and partly executed the duties of his said office  
 "All of which your orators will now proceed  
 "to explain as briefly as they can. Immediately  
 "after the said Executor, entered upon his duties  
 "the said Martha Vandeventer widow, elected  
 "to have the bequest of two thousand dollars, laid  
 "out in the purchase of tract of land lying  
 "in the S. W. part of this County, then owned  
 "by one William Robinson, the said executor  
 "after ascertaining her election, proceeded to stip-  
 "ulate a purchase therefore, with the said Robinson







his efforts, to thus better the condition of his said  
 words. Your orators would here state for  
 the information of your Honor, that the said  
 widow Martha, desires so far as she is con-  
 cerned, that her interest also be sold, <sup>and</sup>  
~~claiming nothing, but a life estate, though the title deeds are given to her~~  
~~the interest in her life estate, though the title deeds are given to her~~  
 for the  
 sake of locating the younger children in  
 the west, where the older members of her  
 family, have settled. They also state that  
 all the adult heirs consent have been  
 given that the whole land be sold, proofs  
 however, of all these ~~consents~~, will in due  
 time be filed with this bill ~~and~~  
 respectively "S" "P" & "C". Here your orators think  
 proper to state that the said Larkin Vander-  
 venter, has also removed from this commonwealth  
 and now resides in the state of Tennessee, and  
 your orator being sheriff and no one else  
 taking out letters of administration on the  
 estate of the said William Vandeventer, the  
 same was at the October Term 1869, of the  
 County Court of Lee County committed to  
 the hands of your orator Sage, who alleges  
 that there is no personal estate in his  
 hands to pay the debts due from said  
 estate. Your orator George, and Elizabeth his  
 wife, now allege, they have the interest before  
 stated of one hundred dollars, paid in said  
 lands, that the said widow Martha waives  
 and surrenders, her life estate, in the lands  
 purchased by the Executor, with the two thousand  
 dollars provided therefore, and that being the  
 case they have right to partition of the same  
 as among their co-heirs.

The object of this bill therefore is first  
 Trust. That, in the event all the adult heirs  
 give their consent, and the said Martha Vander-  
 venter, widow of the said William, relinquishes  
 her life estate therein; then that <sup>the</sup> whole and  
 entire tract be sold together, that so much  
 of the proceeds of sale as is necessary to pay  
 the debts due from said estate, be turned over  
 to your orator Sage, for that purpose, and he  
 be deemed to apply it accordingly, that the  
 residue be divided, among the parties entitled  
 and that portion found due <sup>the words of</sup>  
 your orator, be turned over <sup>to your orator George</sup> and that he  
 be directed to vest the same in lands in  
 the State of Arkansas, or else where as the  
 court may direct. 2<sup>d</sup> Should <sup>the</sup> adults fail  
 to give their consent, then that your orator's  
 words interest be partitioned, and laid off  
 separate from the adults, but all this <sup>(the infants)</sup>  
 laid off <sup>together</sup> and your orator George directed to vest  
 the same in western lands; and that this  
 partition embrace their interest <sup>Chas. portion of the</sup> in the two thousand  
 tract also, as the widow informs your orator  
 that she is desirous for this to be done. 3<sup>d</sup> Should  
 this ~~case~~ fail to meet your Honors, view of  
 the case, then that so much of land be sold  
 as will pay the debts of the testator, and  
 also the ~~debt~~, due William Robinson for  
 said land, and for which he holds, the vendors  
 lien, and then that the interest of your orator  
 William George and Elizabeth his wife be partitioned  
 and laid off and assigned to them to hold  
 in fee simple. 4<sup>th</sup> That when the residue of  
 purchase money is paid that the said William



Robinson, he decreed to convey in full simple  
 the land so, sold by him to said heirs, or if  
 he being a non resident, should be fail to do  
 so then that a commission be appointed to  
 convey for him the lands in this bill mentioned  
 The premises considered your orators' <sup>deputies</sup> prayer  
 is that Martha Vandeventer, (widow of William  
 Vandeventer), Guston Vandeventer, Alexander Van-  
 deventer, Thomas J. Vandeventer, Austin Miles  
 Ursula Miles (formerly Vandeventer) wife of  
 Austin Miles, Martin Vandeventer, Nancy Van-  
 deventer Robert B. Vandeventer, William Putnam  
 Vandeventer, Morhat A. Vandeventer (The last four  
 are infants under 21) <sup>and William Robinson</sup> be made made parties  
 defendants to this bill, and answer the same  
 That the said Larkin Vandeventer, under an  
 account of his office of executor, and <sup>whether</sup> whether  
 or not, he has in his hands any personal  
 estate belonging to the estate of his testator  
 William Vandeventer. That a guardian ad  
 litem be appointed for the heirs of the  
 said infants, that he answer and protect their  
 interest. And if your orators' <sup>deputies</sup> are in any  
 way mistaken as to the manner or means  
 of their relief then that your Honor grant  
 after further and general relief. May the  
 Commonwealth writ of spe. issue &c.  
 and your orators will as in duty bound  
 ever pray &c.

Hagan Pridemore  
 for complainants



1877. Bonds this year.  
 1878. Bonds " "  
 1879. Bonds " "  
 1880. Bonds " "  
 1881. Mr. Cantd.

" Aug. Cantd.  
 1882, Mr. Aug. School Cantd.  
 1883 Mr. Aug. School Cantd.

William W. George & wife & da

253 } Bill in Ch.

Martha Vanderwerker

Exhibit & filed

1870 Jan. Paid Bill Filed & C. P.  
 do. Nov. Resident Depts. & Cantd.  
 Feb. Spent on home depts and  
 Decem. Paid as to them & Cantd.  
 for Office Publications  
 March. Decem. Paid as to  
 home depts, & C. P. Cantd. & Decem.  
 to Nov. Resident Depts  
 Paid as to them & Cantd.  
 ing by Piff.

Ch. 14. 3.

Late Chk. 6.52  
 J. B. W. 1.06  
 Chk. 1.62

A. 15.00

S. 6.00

Comm. 18.00

C. A. L. 5.00

P. 5.00

58.20

On Clerk 10.84 July 1881



To the Honorable John A. Kelly Judge of the Circuit Court  
of Lee County Virginia In Chancery sitting.

Humbly complaining your petitioners  
for himself and as guardian for  
Thomas J. Vandiventer, William P. Vandiventer and  
North A Vandiventer would respectfully show to your  
honor that heretofore one William H. Gray wife and others  
filed a bill in this Honorable Court against the widow  
and heirs of William Vandiventer the object of which  
was to sell a tract of land belonging to said Widow &  
heirs. to this bill your respondents were defendants.  
That by a decree rendered and pronounced in said  
cause on the 17<sup>th</sup> day of May 1871 it was adjudged or  
dered and decreed that said land should be sold and  
A. L. Pridemore was appointed a commissioner for  
the purpose ~~and that~~ afterwards the said com-  
missioner did sell said land and one John  
McWhithead became the purchaser. thereof that  
by a decree afterwards rendered in said cause  
said sale was confirmed. That by another decree  
rendered and pronounced in said cause, said  
commissioner was directed to collect the pro-  
ceeds of said sale and pay out the same to those  
entitled thereto, That by said decree he was directed  
and to each of his words  
ed to pay to ~~each of~~ your petitioners the sum of  
\$196.26 <sup>1/2</sup> being their distributive share of the  
proceeds of the sale of said land. But your pe-  
titioners never have actually received a single  
cent. thereof although they have given to the said.



Commissioner, <sup>receipts</sup> covering said sums. Your petitioners will here state to your honor how <sup>they</sup> come to give these receipts and the reasons of filing this petition. The said John H. Whitehead the purchaser of said land and a near relative of petitioners becoming oppressed and unable to pay the purchase price which he had agreed to pay for said land. entreated these petitioners who were not then needing ~~it~~ <sup>or the honor or the share of his work</sup> should ~~thereof~~ to suffer him to use it in completing his purchase from said Commissioner and that they should retain a lien upon said land for said sums, this your petitioners did. That is the said Thomas J. for himself and as guardian for his <sup>his work</sup> ~~petitioners~~ did. and the said Whitehead on the 20<sup>th</sup> day of January 1874 executed his note to the petitioners the said Thomas J. for \$208.72 that being his distributive share and his other note to said Thomas J. as guardian for Wm P & Martha A Vanderwater for the sum of \$417.44 their share of the proceeds of the sale of said land each of which notes are payable one day after date and they are wholly and entirely unpaid and still due and owing to your petitioners and <sup>they</sup> files herewith copies of said notes as part here of marked Exhibit (A.1.) and at the same time your petitioner Thomas executed receipts to said A L Pridemore commissioner for said above named sums. which receipts are filed



with commissioner Pridemore report in said  
cause of W<sup>m</sup> Perry wife and others against North  
Vanderwater and others still pending in this court  
and to which reference has been made before and is  
now here again made.

Your petitioners will here state that these receipts  
enabled the said Whitehead to complete the payment  
of the purchase price of said land. and Patrick  
Hagan was appointed a commissioner for the  
purpose and directed to convey said land to said  
Whitehead whereupon your petitioners the said Hagan  
as should execute bond before the clerk of the Cir-  
cuit Court of Lee in the sum of \$8000 as guar-  
dian of the said W<sup>m</sup> P & North A Vanderwater

Your Petitioners will here state that said bond  
has not been executed and that the land has  
not been conveyed to the purchasers but that  
the title is still in the commissioner. Your peti-  
tioners <sup>he and his words</sup> is advised that ~~they~~ are entitled to be sub-  
rogated to the rights of the said Commissioner  
in as much as they paid for said Whitehead their  
sums towards the purchase price of said land  
is advised that ~~the receipts given by him for~~  
and your petitioners, W<sup>m</sup> P & North A Vanderwater  
~~on said land and as to that the payment made~~  
~~to this referred guardian~~ was not a good payment  
and they are entitled to enforce their debt at once  
Your petitioners not being fully advised as to  
whether <sup>his</sup> this remedy is by petition or crossbill



*Platensis*

James W. Orr. Clerk

|           |          |            |
|-----------|----------|------------|
| PAID      | 7.51     |            |
| 8         | 15.00    |            |
| Comm.     | 18.50    |            |
|           | 18.00    |            |
|           | <hr/>    |            |
|           | \$ 41.31 |            |
| Estimated | 8.00     |            |
|           | \$ 49.31 |            |
| Or Co.    | 3.11     | July 1881. |
|           | 328      |            |

Ch. 6. 8.



Is the Honorable Judge of the Circuit  
Court of Lee County, the joint and  
several answer of Robert B.  
Vanderwerker and William P. Vanderwerker  
to a bill filed against these respond-  
ents et als, by William M. Sage adm'r  
and William M. Yeager wife et als, these  
respondents, state that they are infants  
of tender years, but over the age of 14-  
and so far as they in their infantile  
state can judge they are, willing  
and anxious to have the object of the  
plff's bill carried into effect, as they  
humbly conceive that it is the best that  
can be done, for them and their heirs  
and to the extent they are able they give  
their consent thereto - They prefer  
a sale of their lands that they may  
emigrate west with their mother -

Your respondents suppose that their  
case, has been fully examined by their  
guardians ad litem, and if any  
proper defense was to be made they  
suppose they would have made it  
They ask this honorable court to  
guard their infants from imposition  
and grant whatever may be best for  
them and having now answered fully  
they pray hence to be dismissed &c

Wm P. Vanderwerker

Sworn to before me the undersigned clerk of the Circuit



Lease of Lee County by Robert Vandewater and William  
P Vandewater this 16th day of May 1871.

James H. Orr. Clerk.

Vandewater's

also {  
Shawna-

W. W. Sage et al

Filed at May term 1871

James H. Orr, Clerk



To the Honorable John Kelly Judge of the  
Circuit Court of Lee County -

The separate answer, of Martha Vandeventer  
to a bill filed in this Honorable Court  
by William W. Young wife et al -

This respondent, after giving the benefit  
of all just and proper exceptions to said  
bill for answer thereto says that she  
is willing that her life estate in the  
land mentioned be sold along with the  
after lands mentioned in said bill -  
This she does because she believes it  
will promote the interest of her chil-  
dren and all concerned: especially the  
infants, who she desires to remove  
among their other relatives and where  
the proceeds of their estate may be  
laid out in western lands, that are  
now cheap & may in course of time  
become valuable, she knows part  
of the land will have to be sold to pay  
the purchase money, therefore, and that  
being a fact, she thinks a better sale  
can be made by selling all together  
and so far as she knows, all are  
concerned are willing to this and  
have given, their consent thereto  
except Austin Miles & Ursula his  
wife, who as she understands desires  
for them and for that purpose, and to aid  
him and his wife in getting along  
in life she hereby gives her consent for



for him and his wife to use occupy and  
enjoy what ever may become to them  
of said land free from her life estate  
provided the residue of the land be  
sold - and she is willing for them  
to have partition of the same - and  
Alexandra Vandeventer who has not  
heretofore answered said <sup>bill</sup> ~~cause~~, she  
states that she is his legally constituted  
attorney, and her powers <sup>as such</sup> she files  
here with and as his attorney she  
consents for him to have his share  
also sold - as to her rights as  
concerns the infants she is informed  
that Honorable <sup>Court</sup> as the peculiar  
guardian that of ~~she is informed~~  
will make whatever decree is just  
and as to her rights, as among the  
other adults she believes so far as  
she is informed all except Miles &  
his wife are willing upon a re-  
investment of the proceeds to leave her  
life interest therein to support  
her declining years - and having  
now answered she prays to be hence  
dismissed with her costs -

Maya & Prudence  
for deft - -

Virginia Lee County to wit  
This day Martha Vandeventer personally appear-  
ed before me and made oath that the  
allegations of the foregoing ~~bill~~ <sup>cause</sup> are true so  
far as made of her own knowledge and  
so far as made in the information of others  
she believes them to be true -  
Signed under my hand this 7<sup>th</sup> day  
of September 1870 -

James W Orr. D. Clerk



Martha Vanderwerker  
ads } Answer.

William W. George

1870. Oct. Term. Filed,  
John B. West, clerk.



To the Honorable John A. Kelly Judge of the  
Circuit Court of Lee County Virginia.

The joint answer of Austin Miles and  
Ursula Miles his wife formerly Ursula Vandeventer  
to the bill of Complaint filed in this Court  
by William W. Sage Sheriff and Admr. of William  
Vandeventer deceased William W. Geary Guardian of  
Nancy Vandeventer Robert B. Vandeventer William  
Putnam Vandeventer and Martha A. Vandeventer  
infant heirs of the Said William Vandeventer de-  
ceased and Elisabeth Geary formerly Vandeventer  
wife of Said William W. Geary against them and  
others respectfully represent that they ~~do not~~ <sup>as being insufficient in law or equity</sup> gen-  
erally to Complainants bill, and if any further  
Answer is required to Said bill they for answer  
thereto say that William W. Sage is not the law-  
ful Administrator of the estate of William Van-  
deventer deceased One Larkin Vandeventer was  
appointed executor by the last will and Testament  
of William Vandeventer decd. and qualified &  
gave bond as such in the County Court of Lee  
County and his authority was never revoked and  
<sup>he is still alive and never resigned as Executor and</sup>  
he is still in law the lawful personal representative  
the subsequent appointment of the Said William W. Sage  
Sheriff as administrator with the will annexed being  
simply null and void. Your orator also alleges  
that the Said William W. Geary is not the legal guar-  
dian of the Said Minors as stated in Complainants  
bill the lawful guardian being one Houston Van-  
deventer who was formerly appointed the true  
and lawful guardian and his authority as such  
has never been revoked nor has he ever resigned  
<sup>and is still living</sup> and therefore the latter appointment, <sup>of Said William W. Geary as guardian</sup> is simply  
null and void And therefore your respondents



allege and state that William W. Sage not being the legal personal representative has no right to institute and proceed with this suit and your respondents further allege and state that the said William W. Yeary not being the legal guardian of the infant Complainants has no right to institute and proceed with this suit in his name and respondents further allege that Complainant Elisabeth Yeary being a married woman and wife of the said William W. Yeary has no right to institute and proceed with this suit in her name without joining her with her husband which is not done in Complainants bill he only having sued as guardian for the infants and not for himself and his wife nor even for himself alone and therefore these respondents claim and allege that neither of Complainants nor any part nor all of them together have any right to proceed in this cause as they have no right interest or control over the subject matter as stated in Complainants bill and their bill should be dismissed upon these grounds, Your respondents admit that the said William Vandewenter deceased made the will as alleged which was admitted to probate and your respondents claim the right to have the will carried out as to them which would make the estate indebted to respondents wife Ursula Miles in the sum of \$100.00 with interest since the 13th day of July 1867 that being the day when she became 21 years <sup>of age</sup> and when her legacy of one hundred dollars became due and which respondents allege has never been paid to them. Your respondents allege that they never gave their consent to investing the bequest of the one hundred dollars

in the land. She the said Ursula being an infant and married woman all the time was incapable of giving her consent. Your respondents claim that they will not consent to the land being sold contrary to the will and claim their portion of the <sup>land</sup> but do not ask for a division without they could get the possession and title to their part but in case the defendant Martha Vandewenter Widow of the decedent would execute a conveyance to them of their part to take effect immediately then they would not object to a division of the lands.

Your respondents know nothing of the land trade entered into by which the \$2000.00 was invested and the additional thousand dollars but they understand the whole transaction was made with regard to good money and the bequests contained in the will were intended to be in good money as the will was executed and admitted to record before the commencement of the late Civil war but respondents admit that the land was purchased but it did not cost the executor really as much as \$2000. in good money, <sup>in value</sup> the payments having been made mostly in Confederate money. Respondents state that the amount of debts due decedents estate, <sup>besides other property</sup> as appears by the settlement of Larkin Vandewenter the executor on the 10th day of February 1861 was \$3280.00 but they cannot state whether or not there is now any personal assets belonging to said estate but your orators are informed that there is but little owing from said estate. Your ~~Orators~~ respondents will here state what they believe would be equitable and just in this case, <sup>in case this bill is not dismissed for want of proper proof</sup> first that the will should be carried out as to them and all the other parties who desire it, <sup>and who were minors at the time of the land transactions</sup> and that each heir that has not received



the legacy bequeathed to them, <sup>of \$100.</sup> Should receive the same with interest from the times they become due and 3rd That as much as the Said tract of land as was worth \$2000.00 in good money (not Confederate or State bank money) at the date of the purchase should be set apart for the land to be purchased under the will and the remainder to be disposed of under the will to pay the debts legacies bequests &c. and this these respondents ask may be done as to them And having answered they ask to be dismissed with their costs &c.

David Miller  
for Respondents,

William M. Gary & wife  
Attorneys  
Answerers of Austin  
Miles and his wife  
his wife  
Martha Vandewater  
& others  
1370 Oct. term. Filed  
John B. Mack, clk

Virginia Lee County to wit Circuit Court Clerks office <sup>Oct</sup> 6th 1870  
This day Austin miles personally appeared before me in my office and made oath that the foregoing answer of himself and Cornelia Miles his wife contains the truth to the best of his knowledge and belief

James W Orr D. Clerk of Circuit Court  
of Lee County Virginia



To the Honorable John A. Kelly Judge of the Circuit  
Court of Lee County.

The joint answer of Nancy Vandeventer Robert B.  
Vandeventer William Putnam Vandeventer and Martha  
A. Vandeventer infant Children and heirs of William  
Vandeventer dec'd by David Miller their Guardian  
ad litem to the bill of Complaint filed in this  
Honorable Court by William W. Yeary and wife  
and others respectfully represents that they are  
infants under the age of twenty one years and  
have not the judgment and discretion of persons  
of maturer years but they reserve to themselves  
now and at all times hereafter the benefit of  
all just and proper exceptions to Complainants  
bill and the Court of Chancery being the pe-  
culiar Guardians of the rights and interests of  
minors these defendants ask the protection  
of the Court in any and all things that  
affects their rights in the premises and they  
ask the Court to require Complainants to pro-  
ceed in this Cause as equity requires and they  
neither admit nor deny the allegations contained  
in Complainants bill but ask that they be re-  
quired to make out their Case by legal evidence.  
And having answered as fully as they are  
advised it is material for them to answer  
they ask to be dismissed with their Costs &c.  
Fee of Guardian ad litem David Miller  
\$5.00 Guardian ad litem

David Miller, Guardian ad litem for the above named  
infant heirs of William Vandeventer dec'd this day made  
oath before me that the <sup>statements</sup> facts set forth in the above answer



are true to the best of his own knowledge & belief & so far  
as they depend upon the knowledge of others he believes them to  
be true

John B. West clk  
Lee Co. Cir. Court.

William M. Gary &  
wife & others  
Plaintiffs  
vs.  
Carver of S. Miller  
Guardian ad litem  
of  
Martha Brandenbaker  
& others  
Defendants



To the Honorable John A. Will of Judge of the Circuit  
Court of his County in chancery sitting

The answer of John M. Whitehead to the  
petition filed against him in the chancery  
causes of W. W. Geary wife and others against  
Mortimer Vandevanter and others and John M. White-  
head against Alexander Vandevanter now pend-  
ing in this Honorable Court. by Thomas J. Van-  
devanter for himself and as Guardian for  
William P. & Mortimer A. Vandevanter.

This respondent admits that the land  
in the petition mentioned was sold and that  
he became the purchaser thereof and he  
also admits that there is still due from him  
the said several sums in the petition mention-  
ed that is the sum of \$208.<sup>72</sup>/<sub>100</sub> to the said Thom-  
as J. Vandevanter and the sum of \$417.<sup>44</sup>/<sub>100</sub> to said  
Thomas J. as Guardian for W. P. & Mortimer A.  
Vandevanter and that said sums bear inter-  
est from 21<sup>st</sup> day of January 1874. Respond-  
ent also admits that said notes were ex-  
ecuted to each of them for their interest in  
said land and is therefore a lien upon said  
land and so intended to be at the time the  
said notes were given and respondent has  
no reason to urge why said land or a  
sufficiency thereof should not be sold to  
and pay for said debts, and now having an-  
swered as fully as he is called upon to answer

at this time



he prays to be hence dismissed &c.

Virginia Lee County to wit

This day John M Whitehead personally appeared before me and made oath that the within answer is true Given under my hand this 8th day of September 1876.

James W Orr. Clerk.

John M Whitehead

ans } Answer

Thomas Vandewater

Filed Sept 8th 1876.

James W Orr. Clerk.



W. W. Geary & wife et als, Plffs vs Martha Vandeventer et als, In chy,  
Sho J Vandeventer Guard &c Plff vs John M Whitehead et als Dft. <sup>On Petition</sup> in Chy.

These causes came on again this day to be further  
heard upon the papers formerly read in the  
cause, and the report & deed therewith of  
C. T. Duncan Cour. this day filed in the  
causes, and was argued by counsel,

On consideration thereof it is adjudged, ordered  
and decreed that said report and the deed  
therewith filed of Cour. Duncan, <sup>to Ursula Whitehead the</sup> purchaser of the land sold in this cause,  
the same is hereby confirmed, and the  
said purchaser has leave to withdraw ~~from~~  
~~the~~ said deed from the papers of this cause.

~~And nothing further remaining~~

And it is ordered that said purchaser  
pay to said C. T. Duncan Cour. a fee of  
five dollars for making said deed, and  
nothing further remaining to be done in this  
cause it is ordered that the same be stricken  
from the docket.



W. W. Gray & wife et al.

vs { Deane  
3

John M. Whitehead et al.

Entered page 380

J. B. Syatt  
clerk

Enter this

J. A. K.

Nov 29th 1884.



W. W. Young wife et al.

vs

In Chancery

Martin Vandewater et al.

and

Thomas J. Vandewater Guardian to

vs

In Chancery

John M. Whitehead.

This cause came on again this 2<sup>nd</sup> day of April 1881, to be heard upon the papers formerly read in the cause the report of C. J. Dem-  
can special Commissioner filed on the 17<sup>th</sup> day of March 1881, and was argued by counsel.

And it appearing to the court that said report has been filed the time required by law and that there are no exceptions thereto, said report together with the collections and disbursements made by said Commissioner as ~~and~~ shown by said report and the vouchers filed therewith is confirmed. And the cause is continued till the next term.



Mr W. Young wife et al

vs 3 In chcy

Martin Vanderwater et al  
ann

J. P. Vanderwater Guardian vs

3 In chcy

John Mc Whitehead

---

March Term 1881

---

Deer

---

Entered Page 167

John C. Orr D.C.

Enter this Deem.

J. A. K.

April 2 1881.



W. W. Garry wife & others Plffs

vs

3 Suckanary.

Mortha Vanderwilt & others Defendants

and

Thomas J. Vanderwilt Guardian. Plffs

vs

3 On Petition in Chy.

John M. Whitehead

Def

This cause came on this 28<sup>th</sup> day of August 1880 to be again read upon the papers formerly read in the cause and the report of C. T. Duncan Special Commissioner filed in the cause on the 13<sup>th</sup> day of August 1880 and was argued by counsel. And it appearing to the Court that said report has been filed for more than ten days before the first day of this term of the Court and that no exceptions have been filed thereto, On consideration thereof said report is confirmed, and the Commissioner making said sale is directed to collect the bonds executed to him for the purchase price of said land as they fall due, but before proceeding to do so he will execute bond before the Clerk of this Court in the sum of Ten Thousand dollars conditioned to faithfully account for the money so collected by him he will report his action from time to time to this Court & these causes are continued.



W Weying wife & also

vs

Morthe Vanderwater & Co

and

Thos J Vanderwater & Co

vs

John M Whitcomb

Deer

Enter & page 129

J. A. Stickley & Co

Ex

Enter this Deer.

J. A. K

Aug 28<sup>th</sup>, 1880



Wm W Gerry wife & others

vs

In Chancery

Martin Vanderwater et al.

And

Thomas J Vanderwater Guardian &c.

vs

On Petition in Chancery.

John McWhithead.

These causes came on this 3<sup>rd</sup> day of December 1879, to be again heard upon the papers formerly read the Report of Special Commissioner <sup>C. T. Duncan</sup> filed on the 18<sup>th</sup> day of November 1879, and the upset bid and bond of R. W. Spencer <sup>with</sup> and D. C. Donatt <sup>as security</sup>, conditioned to cause said land at a resale <sup>there of</sup> to bring the sum of \$700.00 and was argued by counsel on consideration whereof the sale made by said Commissioner Duncan as shown in his report aforesaid is set aside and he is directed to resell said lands upon the same terms as directed in the former decree of sale. ~~Stating~~ The same at the bid offered by said Spencer. He will require the purchaser to pay down in cash a sum sufficient to repay the former purchaser the sum paid by him to said Commissioner with its interest from the time of said payment and a sum sufficient to pay the costs and commission of said resale. He will report his action here upon to the next term of this Court and this cause is continued.



Thos J Vandewater Ent'd  
75 <sup>3</sup>/<sub>4</sub> Dec 1879  
John M Whithead

Nov Term 1879

---

Entered page 681  
Jas W Orr. Clerk

Enter this Dec  
for A. H.  
Dec 30th 1879



Wm. H. George & wife et al. Plffs.  
against

Martha Vandeventer et al. defts  
John M. Whitehead ... Plff.

against

Alexander Vandeventer. defts.

Thomas J. Vandeventer Plff.

against.

John M. Whitehead et al. defts.

Martha. Leake et al. Plffs.

against

John M. Whitehead defts.

Inch.

There

Cases came on again this day to be  
~~again~~ heard upon the papers formerly  
read, and was argued by counsel - and  
it appearing to the court that Champ  
F. Hamblin administrator of the estate  
of Robert Sims deceased, holds a  
deed of Trust on the said lands,  
and that Cowan & McClung holds a like  
deed of Trust, and it further appearing  
that there <sup>is</sup> ~~are~~ a claim set up by certain  
heirs of Wm Vandeventer deceased, for  
part of the purchase money due  
from John M. Whitehead, <sup>it is ordered</sup> Henry J.  
Morgan one of the commissioners  
of this court, ~~is directed to~~ enquire



and report, 1<sup>st</sup> what amount of the  
purchase money is due from John M.  
Whitehead, what amount he has paid  
and to whom? 2<sup>d</sup> whether Martha ~~Whitehead~~ -  
Crabtree widow of James Crabtree has  
any right of dower therein? and 3<sup>d</sup>  
whether the infant heirs of William  
Vanderwerker has a lien on said land  
for their portion; or whether their guardian  
Thomas Vanderwerker is responsible  
therefor - 4<sup>th</sup> the priorities and amounts  
of the trust debts upon said lands  
and to whom due - He will state  
any matter required specially by  
either party or deemed pertinent by him-  
self - He will give due notice to the  
parties or their counsel & report his  
action to this court at some future  
term and the cause is continued

Wm. W. Geary wife et al

against decree

Thos W Vanderwerker

March 5. 1858

Entered page 7074

R. D. Ward & Co

Enter this

April 5<sup>th</sup> 1858

J. O. A. K.



Wm W. Gary & wife et al  
against  
Mertha Vandeventer et al. } Rich.

<sup>J. J. Whitehead & Alex. Vandeventer</sup>  
This cause came on again this day  
to be heard upon the papers formerly  
read in the cause, and the report  
of A. L. Pickens Commissioner  
filed Nov. 2, 1874, and was argued by  
counsel and it appearing to the court <sup>that</sup>  
no exceptions has been filed to  
said report which has been in file  
more than 10 days on consideration  
<sup>except as to so much thereof as refers to payment to the guardian of the infant & debts</sup>  
thereof the same is confirmed - and  
it further appearing from said re-  
port that all the purchase money  
has been fully paid in said cause  
to the proper parties, and that John  
M. Whitehead the purchaser is <sup>will be</sup> next  
entitled to a deed for all of said  
land including Alexander Vandeventer  
share, <sup>when the requirement herein after is complied with</sup> the court directs that Pat-  
rick Hagan who is hereby <sup>a guardian</sup> appointed  
<sup>after the said guardian shall have executed before the clerk of the court a</sup>  
<sup>proper and complete receipt in the penalty of \$500 and a proper receipt to be accepted for</sup>  
for the purpose, execute to said White-  
head purchaser as of said a deed  
with covenants of special warranty  
for the lands in the said bill men-  
tioned and that said John M. Whitehead pay  
him therefore the sum of \$3.88 and  
no further action being necessary the cause  
is stricken from the docket. said  
Commissioner shall report to court & then cause, and cost.

It is ordered to which his court is entitled  
under this decree



Am W. Garswicket

vs ~~Decree~~  
Final.

Martin Vandeventer

Nov. 7 1874.

+  
John N. Whitehead

vs. Vandeventer

Entered Order Book page  
397 & 398.

James W. Orr. clk.

//

Enter this decree

Nov. 25 1874

pro A. K.

3 su. chrs.



<sup>1</sup> Wm W. Yeary & wife et als Plffs } In chy.  
vs  
Martha Vandeventer et als - ... defts }

<sup>2</sup> John M. Whitehead . . . . . Plff. } In chy.  
vs  
Alexander Vandeventer . . . . . deft. }

On the suggestion of the plaintiffs in the first of these causes that since the last term of this Court Martha Vandeventer one of the defendants in this cause has departed this life intestate, and that Wm W. Yeary has taken out letters of administration on her estate, on the motion of the plffs, and by leave of said court the cause is revived and ordered to be proceeded in against him. And by consent of the plaintiffs in each of these causes and for reasons appearing to the court, these causes came to be heard, together upon the papers formerly read in the cause, and the reports of master commissioner Henry J. Morgan filed Aug. 14. 1873 and the report of special commissioner A. L. Pickens filed 26. July. 1873. and was argued by counsel - and it appearing to the court that each of these reports has been filed among the papers of the first styled cause more than 10 days before the commencement of this term and no exceptions being filed thereto, the same is confirmed, and the judgments heretofore made by A. L. Pickens, commissioner are also confirmed, <sup>in consequence whereof it is adjudged ordered & decreed</sup> and he is directed to proceed to collect the purchase money due on sales of land to him, as court. and pay out the same in accordance



with statement A.B. filed with Commissioner Morgan's  
said report; paying to Wm W. Geary administrator of  
the estate of Martha Vandewater deceased the sum  
of \$87. as shown by said report. And it appearing  
to the court that the plaintiff in the second styled cause  
has a decree in his favor to sell the interest of the  
said Alexander Vandewater's land one of the defendants  
in the first cause, it is adjudged, ordered and de-  
creed that the said Commissioner Prichard, pay  
to John M. Whitehead the sum shown to be due  
~~Alexander Vandewater~~  
~~him~~, by Commissioner Morgan's statement A.B. - But  
the said John M. Whitehead is not to have the  
benefit of this decree, untill he shall have ex-  
ecuted bond in the penalty of \$200. before the clerk  
of this court, conditioned to perform, any future  
order of this court in reference to said sum of  
money directed herein to be paid to him - And  
the said Commissioner Prichard will not pay  
out any sums herein due to minor children  
untill the future order of this court unless they  
attain full age; and in collecting the purchase  
money from the purchaser he will allow him  
any valid payments he has made to any of the  
adult defendants on sums due them, but in so  
doing he will take and file with his report to this  
court the receipts, taken from such adult parties by  
the said purchaser, satisfying himself of the genuineness  
of said receipts; ~~and no further action being necessary~~  
~~he will submit his action~~

when the purchase money is fully paid him he will  
convey by deed with covenants of special warranty the  
lands so sold by him, <sup>to the purchaser</sup> and report his action from  
time to time to this court and the cause is con-  
tinued -



Am. W. George & wife et al  
vs }

Martha Vandevander.

John M. Whitehead

vs

Alexander Vandevander

} Decree

Aug. 7. 1873.

Entered Order Book  
page 295 & 296.

James W. Orr, clerk.

X

Enter this decree.

Aug. 27<sup>th</sup> 1873.

J. A. Kelly



Wm. W. Yeary & wife et als Plffs  
against  
Martha Vandeverter et als Defts } In chg

The order of continuance heretofore entered in this cause is not assailed, and thereupon this Court came on again this day to be heard upon the papers formerly read in the cause and the report of special Commissioner A. L. Pickens and was argued by counsel, on consideration whereof the Court is of opinion, and doth so adjudge order and decree that this cause be referred to Master Commissioner Henry J. Morgan who shall proceed to ascertain, first - what sums are due from Martha Vandeverter and to whom for the original purchase money, for said land heretofore sold by Commissioner Pickens. Then what sum is due her <sup>as set forth in the pleadings in this cause</sup> in her own right, and what sums are due each of the heirs of William Vandeverter deceased, and also whether the Guardian's bond of the infant defendants <sup>is</sup> good or not, and any other matters deemed pertinent by him or required by either party, and report to this Court at its next term to which term the cause is continued -



W. H. Yeary & wife et als

vs } Decree -

Martha Vandeventer et als

May T. 1873

Entered Order Book  
page 270 & 271.

James W Orr, Clerk.

Enter this decree  
May 17<sup>th</sup> 1873.  
J. W. O.



John M. Whitehead - Plff.

Against -

Alexander Vandewater... Defts

In chg.  
for foreign  
Attachment

This cause came on this day to be heard upon this bill of the plff taken for confessed, and exhibits filed and was argued by counsel, and the court being sufficiently advised doth order and decree, that the plff recover from the defendant the sum of five hundred dollars, with interest thereon from the <sup>18th</sup> day of January 1867, and that, A. L. Pickens, be appointed a commissioner, whose duty it shall be after 30 days notice, posted on the front door of the Court House of this county, and in the neighborhood where the land lies, to proceed to sell on some Court day at the front door of said Court House, on a credit of 12 & 3 years, the land in the bill mentioned and levied on by C. Anderson ss. for G. L. Hamilton sheriff of said Co. or so much thereof as may be necessary to satisfy the requirements of this decree so much of the purchase money as may be necessary to pay the costs and commissions of this



~~fraud~~ will be required to be paid  
down and paid out by him to the proper  
officers of this Court -

But before the plaintiff shall have the  
benefit of this decree, ~~he~~ shall enter  
into bond with approved security before  
the Clerk of this Court in a penalty  
of \$1000 - , Conditioned to perform any  
future order or decree of this Court <sup>upon the non-suit defendant appearing and making default</sup>  
and the said Pickens Com. shall  
report his action to this Court at  
its next term and the Cause is  
continued -

John W. Whitcomb

is become

Step. Vanderweeters

May 1. 1872

Entered under Book page  
227.

James W. Com. Clerk.

Enter this decree

May 18 1872

J. H. Kelly

Cost will be required to be paid



William W. Gray vs. et al. Plffs  
against  
Martha Vandeventer et al. Defts } In by

This Cause Came on This day to be heard  
on the papers formerly read and report of  
Special Commissioner Auburn L. Pridmore  
~~and~~ ~~as~~ ~~stated~~ ~~in~~ ~~his~~ ~~report~~ ~~to~~ ~~the~~ ~~Court~~ ~~1872~~.  
And was argued by counsel. And it app-  
earing by said report that the Com. Pridmore  
sold the land in the bill mentioned on the  
terms as prescribed by the former decree in  
this Cause and the same was purchased  
by John W. Whitehead at the price of  
two Thousand Dollars for which he executed  
his bond with security. And the Commissioner  
having stated in his report that the land brought  
a fair price and there being no exception thereto  
the same is confirmed. And as it appears  
by said report that the purchase has not yet  
got the possession of the land purchased it seems  
to the Court proper that the interest which has  
accrued on the purchase from the date of sale  
up till ~~this date~~ <sup>the first day of March 1872</sup> ~~be collected~~ ~~and~~ ~~the same~~  
~~and the same be not to be collected by said Commissioner~~  
~~is ordered accordingly~~ <sup>It is further ordered</sup>  
that said Commissioner collect said purchase  
money as soon as the same becomes due, and  
before he makes collection he is ordered to execute  
bond with security before the Clerk of this  
Court made payable to the beneficiaries in the  
penalty of \$2000 - Conditioned to disburse what  
he may collect as this Court may order  
and the Cause is continued.



Mr. W. George & wife & others

p. { Deane

More than Vanderwilt & Co.

Entered Order Book page 222  
& 223.

Jamies W. Orr. Clerk.

Enter this

J. A. Kelly

May 17/72



William H. Geary & Wife et als. Plff- }  
Against } In chcy  
Martha Vandeventer et als. Defs

On the motion of Austin Miles and Ursula Miles his wife defendants in this cause leave is granted them to withdraw their demurrer and answer to complainants, bill heretofore filed in this cause and and the same was accordingly by them withdrawn - And thereupon the cause came on again to be heard upon the papers formerly read in the cause; the report of Henry J. Morgan a commissioner in this cause & the depositions of witnesses and the joint answer of William P. & Robert Vandeventer and was argued by counsel & it appearing to the court, that the said commissioner's <sup>report</sup> has been filed in the cause more than 30 days before this term of the court and no exceptions having <sup>been</sup> filed thereto it is the opinion of the court, and it is so adjudged ordered and decreed that the same, be confirmed; and it further appearing to the court, that the interest of the infants, and all parties will be promoted by a sale of the whole land, it is therefore adjudged ordered and decreed that Auburn L. Prichard commissioner who is hereby appointed for that purpose, do after 30 days notice, posted on the front door of the court-house of this county, and in the neighborhood where the land lies, setting out time terms & place of sale do proceed on some court day, at the front door of the court house of this county to sell the entire tract of land in the bill mentioned on a credit of 12 months, except so much



as may be necessary to pay the costs of this  
 suit and expenses of sale. which will be  
 required to be paid down by the commissioner  
 He will take ~~good~~ bond with good person-  
 al security waiving home stead exemptions  
 payable to himself as commissioner with  
 interest, from date - and the cause is continued -

Henry & Wife

vs  
 Deace

Worltho & Son

May 2. 1871

Entered 27.3. in 1871.

J. B. West. Secy.

Enter this decree

May 19<sup>th</sup> 1871

J. H. Fitch

1111

193.44  
 24

77376

38688

46426

193.44

193.44

23986



William, George & wife et als pl. ffs } In chy-  
against  
Martha Vandeventer et als. depts.

On the motion of the plaintiffs David Miller is appointed Guardian ad litem for Nancy Vandeventer, Robert B. Vandeventer William Putnam Vandeventer & Martha A. Vandeventer - and upon his Motion leave is granted him to file his answer, which is accordingly done; and Therefore the cause came on to be heard upon the bill as confessed, as to the adult defendants, (publication having been duly made as to the non residents) and the answer of Nancy Vandeventer, Robert B. Vandeventer William Putnam Vandeventer & Martha A. Vandeventer infants by David Miller their guardian ad litem - and was argued by counsel, on consideration whereof it is adjudged ordered & decreed, that a commissioner of this Court, take & settle, the account of the executor, or executors, of William Vandeventer deceased - and ascertain, what amount of assets, are now available for the payments of debts in the hands of the present, administrator and what the former executor (if any there) owes; and also what debts are due & owing by the estate of William Vandeventer deceased; and especially what is due defendant William Robinson; and how much was advanced by the widow Martha Vandeventer in the purchase of the land in the bill mentioned; and how much by the executor & in what kind of funds each paid the same in; what is the present annual rental



value of the land, <sup>what is</sup> and also what would have  
 been the present value of the \$100. of each infant  
 under the will, <sup>& judiciously taken on interest.</sup> and any facts, tending to show the  
 propriety of investing the \$100. devise of the infants  
 in said ~~land~~ & the propriety of now selling the  
 same, & re-vesting it. and any facts deemed  
 pertinent by himself, or desired to be stated  
 by ~~himself~~ parties. And reports, his action  
 to this court, <sup>at its next term</sup> & the cause is continued

William M. Henry & wife v.

vs. <sup>as</sup> because

From the Commonwealth  
 May 7. 1870

U.S. 125

For the Plaintiff

Wm. A. Hall  
 June 4 - 1870



Virginia:-

At a circuit court continued & held for Buchanan County, at the court house thereof, on Friday the 29th day of August 1893.

Wm. H. Yeary vs et al Plffs vs Martha Vandervoort et al Deft:- In Chy.

John M. Whithead Plff vs Alexander Vandervoort Deft:- In Chy.

+++++

On consideration whereof it is adjudged, ordered & decreed that Leonir Bridemore, proceed to collect the purchase money, due on sales of land to him, as Leonir, and pay out the same in accordance with statement "A B," filed with Leonir Morgan's said report; paying to Wm. H. Yeary Admin of the Estate of Martha Vandervoort dec'd, the sum of \$87.00 as shown by said report. And it appearing to the court that the plaintiff in the second styled cause has a decree in his favor to sell the interest of the said Alexander Vandervoort's land, one of the defendants in the first cause, it is adjudged, ordered and decreed that the said Leonir Bridemore pay to John M. Whithead the sum shown to be due Alexander Vandervoort by Leonir Morgan's statement "A B." But the said John M. Whithead is not to have the benefit of this decree, until he shall have executed bond in the penalty of \$200. before the Clerk of this court, conditioned to perform any future order of this court, in reference to said sum of money, directed herein to be paid to him. And the said Leonir Bridemore will not pay out any sums herein due to minor children until the future order of this court, unless they attain full age; and in collecting the purchase money from the purchaser he will allow him any valid payments he has made to any of the adult defendants on sums due them; but in so doing he will take in and file with



his report to this court the receipts taken from such adult-  
 parties by the said purchaser, satisfying himself of the  
 genuineness of said receipts, when the purchase money is  
 fully paid him he will convey by deed with covenants  
 of Special warranty the lands sold by him to the purchaser,  
 and report his action from time to time to this court  
 and this cause is continued.

A copy

Testi. J. A. Orr &c.

S  
 J. A. Orr &c.

Copy of Decree

Martha Vanderwerker

150-Long Row St. 1872

Executed by delivering

to J. A. Orr &c.

Two copies of the action

to J. A. Orr &c.

Aug 1873.

A copy



Commissaries Office Jonesville Va July 25th 1870

William W. Yeary wife & others

Paffs

against

Martha Vandeverter & others

Defts

In Chancery

The Deposition of Martha Vandeverter taken in the above cause before Henry J. Morgan com. in taking an account and making a report thereof touching the matters directed to be reported on in the said cause and she being duly sworn deposes and says

That the tract of land in the bill and proceedings mentioned was bought of one William Robinson at her request at the price of \$3000.00, That Sarkin Vandeverter the executor of my <sup>late</sup> husband's Estate paid to the said Robinson as directed under and by the will of William Vandeverter deceased the sum of \$2000.00, this sum was made up of a note of \$1250.00 owing said Estate by two of the Davouth Boys some money and a two horse wagon and two horses, My son Huston Vandeverter was appointed Guardian for 6 of my minor children to wit, Thomas, Ursula, Nancy, Robert, William P. and Martha A. Vandeverter, and as directed by said will the said Sarkin Executor as aforesaid paid to the said Huston as Guardian aforesaid the sum of \$600.00 being the \$100.00 each bequeathed to said children by my deceased husband, And the said Huston as aforesaid paid to said Robinson the said \$600.00 received by him as aforesaid from said Sarkin toward paying for the Robinson Land, My husband also bequeathed to his daughter Elizabeth now the wife of William W. Yeary the sum of \$100.00 and this sum was paid to said Yeary by said Sarkin as executor as aforesaid, And the two payments before referred to made by said Sarkin and Huston amounted in



the aggregate to \$2600.00 leaving yet due said Robinson \$400.00

I had some money of my own and borrowed the one hundred dollars of said Yeary paid to him by said Executor and this sum together with \$150.00 of my own money I paid to said Robinson making \$2850.00 leaving yet a balance due said Robinson of \$150.00

These transactions all took place as well as I can now remember in 1861 and 1862. And on the 28th day of September 1868 I and the said Robinson settled and I executed to him my note for \$193,444 payable the first day of March 1869 which is the balance due him for said Land and further this interest with note.

Martha <sup>her</sup> Vandewater  
Mark

Seen to and Subscribed before me

Henry J. Morgan Comr.

Wm. H. Vandewater & Co.

or } Depts.

Martha Vandewater & Co.

(AL)



A.D.

Commissioners office Jonesville Nov. the 1874  
Wm. W. Henry & wife & al Defts

vs.

Martha Vandeventer & al Defts }

The deposition of A. L. Pondmore taken in this case at the time of making a third report therein and he being duly sworn says -

As stated in my report, filed Nov. 3. 1874 \$500. was all the money I ever received except the costs & commissions and I paid out the same as therein stated. I at different times urged Mr. Whitehead to pay the purchase money and finally informed him that suit would be brought unless paid. He then came to my office with receipts signed by several of the heirs, which ones I do not now remember, but I refused to take them, unless the parties would come before me and acknowledge the payments, - This W. W. Henry, and Thomas Vandeventer did, the said Thomas representing himself as guardian of two of his brothers & sisters, and signed the receipt as such. He and the said Whitehead both stating that he had given satisfactory bond to the court for the purpose. I did not go, and examine the records, Thomas Vandeventer being the brother of the infants I did not for a moment suppose he would act contrary to their interests and Mr. Whitehead was then looked upon by



me and I think the community as being solvent, and moreover as a reliable man I was myself, cautious to have the parties before me so that no advantage would be taken of the infants and this I thought was secured when their brother, acknowledged before me as he did that they had been paid. And upon that statement, and that alone, I surrendered Mr. Whitehead's note for the purchase money. Had I here known that Thomas Vandewater had not given bond, or a bond that was not good, or that he had not received the money in full I should not have surrendered the note to Whitehead. So far as I now remember all the statements made in my report of Nov. 2<sup>d</sup> 1874, are true and I adopt the same as part of this deposition. By a reference to Thomas Vandewater's receipt filed with my said report of Nov. 2<sup>d</sup> 1874, it will be seen that said Thomas proposed to act as guardian, and I am positive that I enquired of him and said Whitehead if he had given the required bond & they both said he had and said Thomas was present when I gave up to Whitehead his note upon his representations. And further this deposition says the  
not.

A. S. Prentiss



The said Thomas J. Vandevanter being Sworn Says  
My recollection is that at the time I was before  
Col Pridemore and to which he refers in his  
deposition, I said to him that John M. Whitehead  
wanted me to take his note for what was due  
me, and my two wards, and to give the Col  
a receipt, and the col. then said to me, any  
arrangement of that sort that you may make  
with Mr Whitehead is all right with me so that  
I can make a proper settlement with the court.

And the arrangement was made between  
me and Whitehead, by his giving me his notes  
for the sums stated in my petition and answer  
and I executed to Col Pridemore the receipts  
spoken of by him, but no money has ever been  
paid me thereon by any one, it is possible however  
that this conversation took place before the time  
Genl. Pridemore surrendered the purchase money  
notes to John M. Whitehead but as to the exact time  
I do not now remember, but I thought from the  
way Genl. Pridemore talked I would be safe in  
pursuing the course which I had told him, ~~that~~  
Whitehead wanted me to pursue and I accordingly  
did so. My understanding was and it was the  
agreement between me and said Whitehead that  
the land was to remain bound for the notes which  
he had given to me for my interest and that of  
my two wards and the notes or bonds show  
this upon their face, and further this witness saith not.  
T. J. Vandevanter



Virginia Lee County Court

It is hereby certified that the foregoing deposition of A. L. Pridemore & Mrs J. Vandewater were taken before me Sworn to and Subscribed by them respectively at the time of taking an account in this cause

Henry J. Morgan Clerk

Wm. W. Morgan

as { Depo.

Matthew Vandewater

A.D.



Virginia Lee County to wit this day, A. D.

Friedman personally appeared before me  
and made oath, that, according to his information  
and belief, that defendants, Gustav Vandeventer  
Alexander Vandeventer, Thomas Vandeventer ~~Markin~~  
and William Robinson  
Vandeventer, are non residents of the state of  
Virginia - I Given under my hand this 27<sup>th</sup>  
27<sup>th</sup> Dec. 1869.

Henry J. Morgan, D.C.



2  
Affidavit in  
Vanderbilt  
Case



Virginia Lee county to wit  
This day John M. Whitehead personally  
appeared before me and made oath that  
Alexander Vandewater is a nonresident  
of this Commonwealth, and that he is  
justly indebted to him for money paid  
for him and for debts of the said Vandewater  
assumed to be paid for him, <sup>the said Whitehead</sup> and for which  
he is bound the sum of \$500. with legal  
interest thereon from the 18<sup>th</sup> day of May, 1868  
till paid.

Sept.  
1870

Given under my hand this 20<sup>th</sup> day of  
John B. West, Clerk.



John M. Whitehead

vs. Affidavit

A. Vandewater



Commissioners Office Jonesville July 25th 1870:

William W. Geary & wife & others Plffs.

against

Martha Vandewenter & others Dftos

} In Chancery

To the honorable John A. Kelly Judge of the Circuit Court of Lee County.

By a Decree of your honor entered in the above styled cause on the 4th day of June 1870 the Subscriber as a comr. in this court was directed to State settle and adjust the accounts of Sarkin Vandewenter executor of the last will and testament of William Vandewenter deceased, to marshal the assets due said estate and converse the creditors thereof, and other things not necessary now to rehearse, and having executed the said decree, On the 25th day of July 1870 and succeeding days thereafter, I beg leave to submit the following report in explanation of my proceeding, filed under the said Decree.

On the 18th day of October 1860 the said William Vandewenter made and published his last will and testament, and some time between this and the 21st day of January 1861 the said William Vandewenter departed this life, and on the last mentioned day his said will was admitted to probate in the County Court of Lee County, a copy thereof is filed by the Plaintiffs with their bill marked as exhibit (X) a reference to which will show that the said William Vandewenter bequeathed to Elizabeth Geary one of the Plaintiffs in this cause the Sum of One hundred dollars to be paid to her on the first day of March 1863. And to Thomas P. Vandewenter Arould Vandewenter, Nancy Vandewenter, Robert Vandewenter William P. Vandewenter and Martha Ann Vandewenter his six youngest children the Sum of One hundred



dollars each, to be paid to them respectively as they arrived to the age of twenty one years, And this says the testator is to make these children equal to their two brothers Houston and Alexander Vandewenter who have already received One hundred dollars each. The said Thomas Vandewenter is now over the age of twenty one years and this bequest is now due him.

The said Ursula some time ago intermarried with one Oscar Miles and she is now over the age of 21 years and the bequest made to her is therefore due and payable according to said will. The said Nancy is now      years old, The said Robert is      , The said William P. is      and the said Martha Ann is      years old.

The said Will also provides that the executor thereof shall invest Two thousand dollars of the money that may come into his hands in lands whereever the widow of said testator or the defendant Martha Vandewenter and his said children may desire the same to be invested, And that the land thus purchased shall be held by his said widow as the proprietor thereof so long as she remains a widow for the purpose of raising taking care of and educating his said children in such manner as she may think best. And after the death of said widow the said land thus bought and held is to be divided equally between all of said testator's children.

The said will also provides that the executor thereof shall pay his said widow Six hundred and fifty dollars if so much as that shall remain after paying debts and the foregoing bequests. And the said testator also wills to his said widow all his stock house hold & kitchen furniture of every description so far as seen by the terms of said will.



On the 18th day of March 1861 Sarkin Vandewenter a brother of the said William and the executor named in the said will appeared before the County Court of said County, and qualified as such by executing bond as required by law, and from that time forward has acted as such executor.

A short time previous to his death, the said William Vandewenter sold his land lying on Wallens Creek to two of the Devaults for the sum of \$3250.00 and for this sum he held three separate bonds upon them, and these bonds being unpaid at the time of his death, as a matter of course went into the hands of the said Sarkin as his executor.

Beside these bonds there also came into the hands of said Executor a two horse wagon and two horses which he turned over to one William Robinson of whom he purchased a tract of land as provided for by said will, at the price of \$350.00 and these two items as far as I am informed constitutes the entire assets of said estate which went into the hands of said Sarkin as executor aforesaid, And upon this supposition or basis I have prepared a Statement of the account of the said Sarkin as executor of the said William and the same is filed herewith as a part of this report marked (A 131) by reference thereto it will be seen that I have charged the said Sarkin with said inventory of notes, and the said two horse wagon and two horses, amounting in the aggregate to \$3600.00 I then gave him credit for various sums disbursed by him as evidenced by vouchers numbered from 1 to 25 inclusive amounting in the aggregate to \$3508.18 leaving a balance in his hands unaccounted for of \$91.82 And not having previously allowed the said Executor



any Commission for his Services, I thought it but right that he should be paid something for his trouble and hence I gave him credit in the way of Commission for said Sum of \$91.82 it being less than 3 per cent upon the fund which actually passed through his hands as such executor, and the credit thus given him as Commission entirely squares his accounts, and leaves nothing in his hands to be used or applied to other purposes.

I deem it proper here to remark, that on the 10th day of January 1866. This executor appeared before me as com. in the county court of this county and made an explicit Settlement of his said Executorial accounts, by which it appears that his testators estate is indebted to him in the Sum of \$429.83 for money advanced by him for said Estate over and beyond the assets received by him, But in that Statement of the accounts I did not charge him with said wagon and horses, and I gave him credit for 5 per cent Commission on \$3250.00 the whole fund therein charged to him, which makes the difference in the account herewith Submitted, and the one made and filed in the county court but the statement of the account herewith Submitted, is the proper Statement of the same. And I will here add that the vouchers referred to and allowed as credits in said Statement (A B) are filed in the Settlement before referred to in the County court.

It will be remembered that the said William Vandewenter directed that two thousand dollars of his money should be invested by his Executor in land where ever his widow and heirs desired to settle themselves, In pursuance of this devise his said widow and children purchased of One William Robinson a tract of



land lying about  $\frac{1}{2}$  miles west of this place on the top of what is known as the chestnut ridge containing about 400 acres and is the same land mentioned by the plaintiffs in their Bill for which they undertook and bound themselves to pay the sum of \$3000.00 and as directed by said Will the said Larkin as the Executor thereof, paid to the said Robinson said two thousand dollars set apart for that purpose by the said testator, as is shown and evidenced by the first 5 vouchers allowed as credits in said account (A B) before referred to.

On the 16th day of June 1862 Houston Vandewenter was appointed by the county court of this county Guardian for the said Thomas Ursula, Nancy, Robert R, William P. and Martha Ann Vandewenter and on the same day the said Larkin as executor of said Will paid to the said Houston as such Guardian the sum of six hundred dollars and took his receipt therefor which is allowed as a credit in said Statement (A B) as voucher No 14 And this payment thus made was no doubt intended by said Executor to be a discharge in full of the bequest made by the said William to the said 6 children, the wards of the said Houston But the will provides that the one hundred dollars given to each of them shall be paid to them respectively as they attain the age of 21 years. Has the executor by this premature payment discharged himself from further liability under the said Will? During the progress of the taking of this account and report, I thought it proper to take the deposition of Martha Vandewenter widow of the said William and the same is herewith filed marked (A C) from which it appears that the said \$600.00 paid by said Executor to said Houston



as the Guardian for said Wards was by him paid over to the said William Robinson toward the said tract of land purchased as aforesaid. The said Executor on the 20th day of September 1862 paid to the Plaintiffs William W. Yeary and Elizabeth his wife the Sum of One hundred dollars as shown by vouchers N<sup>o</sup> 19 in said account (A B) and this payment was made and received in discharge of the bequest made by the said William to Elizabeth Yeary which according to said Will was to be paid on the first day of March 1863. The deposition of the said Martha shows the further fact, that she borrowed of the said Yeary wife the One hundred dollars paid to them by said Executor, and that she paid over the same to the said Robinson toward the said land. The said Will also directs as before stated that said Executor shall pay to said widow the Sum of \$650.00 if that much shall remain after the payment of other bequests. It appears from vouchers N<sup>o</sup> 6, 20, 21, 22, and 23 in said account (A B) that said Executor only paid said widow the Sum of \$469.00 instead of \$650.00 as authorized by the will, but I presume that the funds had become so far exhausted that he could pay no further sums and hence the failure. Now the deposition of the said Martha shows the additional fact that she out of her own means paid to said Robinson toward said land the further Sum of \$150.00 in addition to the \$100.00 borrowed by her from said Yeary wife, and paid as before stated to the said Robinson, and these various payments made to said Robinson by said Executor, said Guardian and the said Martha for said Yeary wife and herself amount in the aggregate to \$2850.00 which leaves a balance due said Robinson for said tract of land of \$150.00 exclusive of any interest, and these transactions all took place



according to the recollection of the said widow in 1861 and 1862.

On the 12<sup>th</sup> day of September 1868, the said Martha Vandewater and the said Robinson made a Settlement in relation to this unpaid balance and by that Settlement it was ascertained that there was due said Robinson the sum of \$193.44. Asked the said Martha in Settlement thereof, executed a new note to him on that day, payable the first day of March 1869. And soon after this Settlement was made the said Robinson left this county for the State of Texas. And left the said note in the hands of William H. Blakemore for collection by whom the same was produced before me at the taking of this account, and the said note is herewith filed as a part of this report marked (A.D.)

The title to said tract of land has not been made to said widow and him, but I am informed that said Robinson before leaving this County made and acknowledged a proper deed therefor, and placed the same in the hands of said Blakemore to be by him delivered to the proper parties for record whenever the balance of the purchase money shall have been paid.

From what has now been said it is manifest that there is an outstanding debt of \$193.44 due said Robinson for the balance of the purchase money of the tract of land in the bill mentioned with interest thereon from the first day of March 1869 which interest to the first day of September 1870 will amount to \$17.11 principal and interest to \$210.55.

The said Widow has invested in the said tract of land \$150.00 which she says was paid into the purchase price in 1861 or 1862. If she has the right, as it is claimed she has, through the interposition of a court of equity, to enforce the payment of



this claim to her by subjecting said land to sale for that and other purposes, and if it is considered that she is entitled to interest thereon from the first day of January 1863, her said claim will amount in the aggregate on the first day of September 1870 to \$219.00.

The said William W. Geary & wife having invested the bequest to the wife of said Geary in the purchase of said land they now ask your honor as a court of equity by your proper decree in this cause to follow up said investment, and the same be decreed them out of said land in kind or that the land be sold, and they re-invested out of the proceeds of the sale thereof, should the latter course be pursued, and they allow interest on their said investment from January 1863. Then this claim will amount to \$146.00 on the 1st of Sep 1870.

The bequests made to the 6 youngest children of the said William having been invested by their guardian the said Huston in the purchase of said land, and the guardian having removed to some of the western States without leaving any thing here to pay off and discharge his liability to his said wards, they have no alternative left them, but to pursue the investments made for them by their said Guardian and to apply to a court of equity to make their claim available by enforcing payments out of said land, or allotting to each a portion thereof so as to make all equal the said investment considered.

The said Thomas and Ursula having attained the age of 21 years have a right to demand the payments of the devise made to them respectively with interest thereon from the time they arrived to the age of 21 years and I suppose in the absence of any



proof that the said Thomas was 21 years old some 3 or 4 years ago, and if so there is some \$18.00 or \$24.00 interest already due upon the \$100.00 willed to him, and supposing the said Ursula to have attained her 21st year one year ago there is \$6.00 interest due upon the \$100.00 willed to her, and the other four will soon become due and payable especially that of Nancy and Robert.

Now were these sums all due and bearing interest (as a part of them are, if they are legitimate charges at all,) they would in the course of a few years amount to a greater sum than the land in all probability would pay, when sold to the highest bidder, and if proper charges as I am inclined to think they all are, then and in that event the rents and profits of said land would not pay the same in 5 years, but from my knowledge of the same, if there are no other proper charges against said land except the purchase money yet due the said Robinson then I am of opinion that the rents and profits of said land will pay that debt in 5 years or perhaps in less time than that.

I think clear from the language of said Will that it was the intention of the testator that Two Thousand dollars of his money should be invested in real estate which was to be held and used by his widow during her life, and at her death the same was to be divided between all his children in equal proportions, I also think it equally clear that said testator intended that his seven youngest children should have the sum of One hundred dollars each out of his estate in order to make them equal to the two oldest sons who had already received of him that sum. We have seen how these sums have been paid, and we have also seen that instead of buying



William W. Geary & others

vs { Comm. Reports  
3

Martin Vandewater & others.

Received and filed Aug 29-1870

John B. West clk

.. Comm. Fee for this case is \$18.00  
+ fee for lib made out for same



Nett Amt of Sales of lands in the hands of Comr.  
 Pridemore, after paying costs of suit, as shewn by his Report  
 of May 1st 1872 in the case of Wm. N. Yeary & wife et al. vs. Martha  
 Vandervoort et al. & which bears Int. from the 17<sup>th</sup> day of July 1871 this sum 1892 00  
 By this sum to be paid Wm. Robinson, purchase money to July 17<sup>th</sup> 220 03  
 " this Amt estimated for additional costs 6 00  
 " " sum to pay for this account and Report 12 00 238 03  
 Leaving to be distributed between two Clases of Creditors this sum \$1653 97  
 Wm. Vandervoort's Ex. paid for purchase of the land sold  
 \$2000.<sup>00</sup>, there is, therefore, of the above sum to be paid  
 to those entitled to the remainder, after the life-estate  
 of the widow, this sum 1160 97  
 The widow of said Vandervoort, Wm. Yeary & wife  
 & the Guard<sup>n</sup> of six youngest children of said Vandervoort  
 paid into the purchase price of the land sold \$850.<sup>00</sup>  
 there is, therefore, out of the above sum to be paid them this sum 493 00 1653 97

### Special Statement No. 1.

|  |        |       |        |
|--|--------|-------|--------|
| This sum to be paid widow, Yeary & six youngest children |        |       | 493 00 |
| The said widow " into purchase price of land sold        | 150 00 | 87 00 |        |
| " " Yeary's wife " " " " " "                             | 100 00 | 58 00 |        |
| " Guard <sup>n</sup> for Tho. Vandervoort " " " " " "    | 100 00 | 58 00 |        |
| " " " Ursula " " " " " "                                 | 100 00 | 58 00 |        |
| " " " Nancy " " " " " "                                  | 100 00 | 58 00 |        |
| " " " Robt R " " " " " "                                 | 100 00 | 58 00 |        |
| " " " Wm P. " " " " " "                                  | 100 00 | 58 00 |        |
| " " " Martha Ann " " " " " "                             | 100 00 | 58 00 | 493 00 |

For further Statement see next page



## Special Statement No. 2.

This sum to be paid those entitled to the remainder, after the life-estate of the widow - - - - -

|   |                                    |         |
|---|------------------------------------|---------|
| By this sum to be paid Houston Vanderveer, one of said M <sup>rs</sup> W <sup>ife</sup> | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " Alex <sup>r</sup> " another " " "   | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " Eliz <sup>a</sup> Yeary + Husband " " " "                                     | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " Tho <sup>s</sup> P. Vanderveer " " " "  | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " Ursula " " " " "  | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " Nancy " " " " "   | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " Robt " " " " "  | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " W <sup>m</sup> P. " " " " "   | 128 99 <sup>2</sup> / <sub>3</sub> |         |
| " " " " " Martha Ann " " " " "  | 128 99 <sup>2</sup> / <sub>3</sub> | 1160 97 |

## Special Statement No. 3.

Nett sum in Com<sup>r</sup> Pridemore's hands after paying costs of suit + bal. of purchase money. See 1st page

This sum to be paid Houston Vanderveer as above

|  |                                    |                                    |
|--|------------------------------------|------------------------------------|
| " " " " " Alex <sup>r</sup> " " "                | 128 99 <sup>2</sup> / <sub>3</sub> |                                    |
| " " " " " Yeary wife. See Spec. Statement No. 1  | 58 00                              |                                    |
| " " " " " Same " " " 2                           | 128 99 <sup>2</sup> / <sub>3</sub> | 186 99 <sup>2</sup> / <sub>3</sub> |
| " " " " " Tho <sup>s</sup> P. Vanderveer " " " 1 | 58 00                              |                                    |
| " " " " " Same " " " 2                           | 128 99 <sup>2</sup> / <sub>3</sub> | 186 99 <sup>2</sup> / <sub>3</sub> |
| " " " " " Ursula Vanderveer " " " 1              | 58 00                              |                                    |
| " " " " " Same " " " 2                           | 128 99 <sup>2</sup> / <sub>3</sub> | 186 99 <sup>2</sup> / <sub>3</sub> |
| " " " " " Nancy Vanderveer " " " 1               | 58 00                              |                                    |
| " " " " " Same " " " 2                           | 128 99 <sup>2</sup> / <sub>3</sub> | 186 99 <sup>2</sup> / <sub>3</sub> |
| " " " " " Robt. Vanderveer " " " 1               | 58 00                              |                                    |
| " " " " " Same " " " 2                           | 128 99 <sup>2</sup> / <sub>3</sub> | 186 99 <sup>2</sup> / <sub>3</sub> |
| " " " " " W <sup>m</sup> P. Vanderveer " " " 1   | 58 00                              |                                    |
| " " " " " Same " " " 2                           | 128 99 <sup>2</sup> / <sub>3</sub> | 186 99 <sup>2</sup> / <sub>3</sub> |
| " " " " " Martha Ann Vanderveer " " " 1          | 58                                 |                                    |
| " " " " " Same " " " 2                           | 128 99 <sup>2</sup> / <sub>3</sub> | 186 99 <sup>2</sup> / <sub>3</sub> |

This sum due the widow out of the other fund, as shown in Spec. Statement No. 1, on acct of \$150.<sup>00</sup> paid by her into said land, she having recently died - - - - -

87 1653 97

To Hon. Jno<sup>s</sup> Kelley, Judge of Cir<sup>l</sup> Court of Lee Co.

At the suggestion of your Honor and Counsel, I have prepared the foregoing statements in lieu of Statement (A B) filed with my second Report, made in the case of William Yeary et al vs. Martha Vanderveer et al. This Statement was made with a view of setting apart \$87.<sup>00</sup> which was shown to be due Martha Vanderveer on account of \$150.<sup>00</sup> invested by her in the land sold, she having recently died owing some small debts, it was found to be necessary that the sum due her should go into the hands of her Adm<sup>r</sup> with which to pay the same, whereas in my former Report said sum was blended with the Reversionary Int<sup>y</sup> of the heirs in the proceeds of the sale of lands.

Now, by these Statements it is ascertained that Com<sup>r</sup> Pridemore will pay to each heir, out of the fund in his hands, after paying the ballance of the purchase money and costs, as follows: to Houston Vanderveer \$128.99 <sup>2</sup>/<sub>3</sub>; to Alex<sup>r</sup> Vanderveer \$128.99 <sup>2</sup>/<sub>3</sub>; to Yeary wife \$186.99 <sup>2</sup>/<sub>3</sub>; to Grand<sup>r</sup> for Tho<sup>s</sup> Vanderveer \$186.99 <sup>2</sup>/<sub>3</sub>; to same for Ursula \$186.99 <sup>2</sup>/<sub>3</sub>; to same for Nancy \$186.99 <sup>2</sup>/<sub>3</sub>; to same for Robt. R. \$186.99 <sup>2</sup>/<sub>3</sub>; to same for W<sup>m</sup> P. \$186.99 <sup>2</sup>/<sub>3</sub>; and to same for Martha Ann Vanderveer \$186.99 <sup>2</sup>/<sub>3</sub>, and he will also pay to W<sup>m</sup> W. Yeary Adm<sup>r</sup> of Martha Vanderveer dec'd the sum of \$87.<sup>00</sup> And when these sums shall have been paid by said Com<sup>r</sup>, together with the purchase money, and additional costs of suit, then he shall have disbursed all the funds in his hands arising from the sales of the lands in the Bill mentioned.

All which is respectfully submitted  
H. J. Morgan, Com<sup>r</sup> &c.



Wm W. Yeary & wife et al.

vs } 3rd Comr's Report.

Martha Vanderveker et al.

---

Filed Aug 29th 1873.

James W Orr, clerk.

(A.B.)



| 1862                                 |   | Larkin Vandeventer Executor of William Vandeventer deceased |  | Dr   |    |
|--------------------------------------|---|---|--|------|----|
|                                      |   | To the Heirs and Legates of said Estate                     |  |      |    |
| March 20th                           | To this Sum for Inventory of notes due said Estate  |   |  | 3250 | 00 |
| "                                    | " this Sum for the value of a two horse wagon & two horses not sold but paid over as cash to William Robinson |   |  | 350  | 00 |
| Total amt of Debits March 20th 1862. |   |   |  | 3600 | 00 |
| 1                                    | By this Sum paid William Robinson for land.   |   |  | 300  | 00 |
| 2                                    | " " " paid Same " land,   |   |  | 1250 | 00 |
| 3                                    | " " " paid Same " "   |   |  | 25   | 00 |
| 4                                    | " " " paid Same " "   |   |  | 335  | 00 |
| 5                                    | " " " paid Same " "   |   |  | 90   | 00 |
| 6                                    | " " " paid Martha Vandeventer   |   |  | 130  | 00 |
| 7                                    | " " " paid James J. Conner his acct.  |   |  | 5    | 25 |
| 8                                    | " " " paid Ward Libbey  |   |  | 36   | 99 |
| 9                                    | " " " " E. B. Spence on acct.   |   |  | 25   | 00 |
| 10                                   | " " " " William Andrie  |   |  | 8    | 72 |
| 11                                   | " " " " H. Bayler & Son their acct.   |   |  | 73   | 00 |
| 12                                   | " " " " Besswell Burchetts note   |   |  | 12   | 75 |
| 13                                   | " " " " Joel Seedy note   |   |  | 122  | 00 |
| 14                                   | " " " " Huston Vandeventer Guardians for minors   |   |  | 600  | 00 |
| 15                                   | " " " " William Davidson acct   |   |  | 13   | 07 |
| 16                                   | " " " " M. D. Richmond "  |   |  | 12   | 50 |
| 17                                   | " " " " Same " "  |   |  | 2    | 80 |
| 18                                   | " " " " Same Richmond & Co. "   |   |  | 20   | 20 |
| 19                                   | " " " " Mrs W. Geary & wife an heir   |   |  | 100  | 00 |
| 20                                   | " " " " Martha Vandeventer widow  |   |  | 100  | 00 |
| 21                                   | " " " " Same "  |   |  | 155  | 00 |
| 22                                   | " " " " Same "  |   |  | 60   | 00 |
| Amt Credits Carried Forward.         |   |   |  | 3477 | 38 |



|                                     |  |      |       |          |
|-------------------------------------|--|------|-------|----------|
| Amount Debits Brought Forward . . . |  |      | 36 00 | 00       |
| Amt Credits Brought Forward . . .   |  | 3477 | 38    |          |
| 23                                  | By this Sum paid Martha Vandewater widow             | 24   | 00    |          |
| 24                                  | " " " " Clerk's fee bill                             | 3    | 80    |          |
| 25                                  | " " " " Com <sup>r</sup> for Settlement in Co. Court | 3    | 00    |          |
|                                     | " " " for Commission to Square acct.                 | 91   | 82    | 36 00 00 |



Sackin Vandeventer Ex<sup>r</sup> of  
William Vandeventer decd

Statement of his Account

as such Executor.

(AB)



Virginia

In the Circuit Court of Lee County the 4<sup>th</sup> day of June 1870  
William W. Yeary & wife & others      Plffs

vs  
Martha Vandeventer and others      Dfts.      { In Chancery

This cause came on this day to be heard, and among other things, It was adjudged, ordered and decreed, that a Commissioner of this Court, take state and settle the accounts of the executor of William Vandeventer dec'd. and ascertain what amount of assets are now available for the payment of debts either in the hands of the former executor or of the present Admr. Also what debts are due and owing by the estate of said William Vandeventer, and especially the sum due William Robinson and how much was advanced by the widow Martha Vandeventer for the purchase of the land in the bill mentioning, and how much thereof by the executor, and in what kind of funds the same was paid, What is the present amount and estimated value of the said land, and what would have been the present value of the \$100. diving to the infants under the will if it had been judiciously loaned on interest, and other facts tending to show the propriety of investing the said \$100. - diving to said infants in said land, and the propriety of now selling the same and re-investing the proceeds thereof.

### Notice

On Thursday the 25<sup>th</sup> day of July 1870 at my office in Leesville, I will proceed to execute the said decree and the said executor, and the present Admr, the Creditors of said estate, and the parties to this suit are requested to be then present, with such evidence as each may deem material to the attainment of the objects in view.

July 11<sup>th</sup> 1870

Henry L. Morgan Commr



Huston Vandeventer



Virginia

In the Circuit Court of Lee County the 4<sup>th</sup> day of June 1870

William W. Yeary & wife & others      Plffs.

vs

Martha Vandeventer and others      Defrs.

In Chancery

This cause came on this day to be heard, and among other things, It was adjudged, ordered and decreed, that a Commissioner of this Court, take state and settle the account of the executor of William Vandeventer dec'd., and ascertain what amount of assets are now available for the payment of debts either in the hands of the former executor or of the present Adms, Also what debts are due, and owing by the estate of said William Vandeventer and especially the sum due William Robinson, and how much was advanced by the widow Martha Vandeventer for the purchase of the land in the bill mentioned, and how much thereof by the executor and in what kind of funds the same was paid, What is the present annual rental value of the said land, and what would have been the present value of the \$100. during to the infants under the will if it had been judiciously loaned on interest and other facts tending to show the propriety of investing the said \$100. during to said infants in said land and the propriety of now selling the same and reinvesting the proceeds thereof.

### Notice

On Monday the 28<sup>th</sup> day of July 1870 at my office in Leesville. I will proceed to execute the said decree and the said executor, and the present Adms, the Creditors of said estate, and the parties to this suit are requested to then present with such evidence as they may deem material to the attainment of the object in view.

July 11<sup>th</sup> 1870

Henry L. Morgan Comr



Sarkin Vandewater



Virginia

In the Circuit Court of Lee County the 4<sup>th</sup> day of June 1870

William W. Morgan wife & others

Plffs

In chancery

Martha Vandeventer and others

Defts

This cause came on this day to be heard, and among other things, It was adjudged, ordered and decreed, that a Commissioner of this Court, take state and settle the accounts of the executor of William Vandeventer dec'd. and ascertain what amounts of assets are now available for the payment of debts either in the hands of the former executor or of the present Adm. Also what debts are due, and owing by the estate of said William Vandeventer, and especially the sum due William Robinson, and how much was advanced by the widow Martha Vandeventer for the purchase of the land in the bill mentioned, and how much thereof by the executor, and in what kind of funds the same was paid, What is the present annual rental value of the said land, and what would have been the present value of the \$100. devise to the infants under the will if it had been judiciously loaned on interest, and other facts tending to show the propriety of investing the said \$100. devise to said infants in said land, and the propriety of now selling the same, and re-investing the proceeds thereof.

Notice

On Monday the 25<sup>th</sup> day of July 1870 at my office in Jonesville, I will proceed to execute the said decree, and the said executor, and the present Adm, the Creditors of said estate and the parties to this suit, are requested to be then present with such evidence as each may deem material to the attainment of the objects in view.

July 11<sup>th</sup> 1870

Perry. L. Morgan Commr



Thos Vandewater



Virginia

In the Circuit Court of Lee County the 4<sup>th</sup> day of  
June 1870.

William. W. Yeary & wife & others

Plffs

vs

Martha Vandrenter and others

Defts

In Chancery

This cause came on this day to be heard, and among other things, It was adjudged ordered and decreed that a Commissioner of this Court, take State and settle the the account of the executor of William Vandrenter and ascertain what amount of assets are recoverable for the payment of debts either in the hands of the former executor or of the present admors, Also what debts are due and owing by the estate of said William Vandrenter, and especially the sum due William Robinson, and how much was advanced by the widow Martha Vandrenter for the purchase of the land in the bill mentioning and how much thereof by the executor, and in what kind of funds the same was paid. What is the present annual rental value of the said land, and what would have been the present value of the \$100, during to the infants under the will if it had been judiciously loaned or invested, and other facts tending to show the propriety of investing the said \$100 during to said infants in said land and the propriety of not selling the same and re-investing the proceeds thereof.

Notice

On Monday the 20<sup>th</sup> day of July 1870 at my office in Leesville, I will proceed to execute the said decree and the said executor, the present admors, the creditors of said estate and the parties to this suit, as well as all others having an interest in this suit are requested to be then present with such evidence as each may deem material to the attainment of the object in view.

July 11<sup>th</sup> 1870

Henry. L. Morgan Sr



Virginia

In the Circuit Court of Lee County the 4th day of June 1870  
William M. Geary & wife & others

Plffs.

vs.

Martha Vandewenter and others

Defts.

In Chancery

This cause came on this day to be heard, and among other things it was adjudged ordered and decreed that a commissioner of this court take State and settle the account of the Executor of William Vandewenter decd. and ascertain what amount of assets are now available for the payment of debts, either in the hands of the former Executor or of the present admr. also what debts are due and owing by the estate of said William Vandewenter and especially the sum due William Robinson, and how much was advanced by the widow Martha Vandewenter for the purchase of the land in the will mentioned and how much thereof by the executor and in what kind of funds the same was paid. What is the present annual rental value of the said land, and what would have been the present value of the \$100. devise to the infants under the will if it had been judiciously loaned on interest and any other facts tending to show the propriety of investing the said \$100. devise to said infants in said land and the propriety of now selling the same and re-investing the proceeds thereof &c.

### Notice

On Monday the 25th day of July. 1870 at my office in Jonesville, I will proceed to execute the said decree and the said Executor, the present admr. the creditors of said estate, and the parties to this Suit as well as all others having an interest in this Suit are required to be there present with such evidence as each may deem material to the attainment of the object in view.

Henry J. Morgan Comr.  
July 11th 1870

To copies



William H. Geary vs <sup>1</sup>/<sub>3</sub> Notice

vs <sup>1</sup>/<sub>3</sub> Notice

Martha Vandeventer vs

July the 25th 1870

Executed by delivering  
a true copy of  
the within to William  
Geary and to Martha  
Vandeventer and one to  
David Miller and Oscar  
Miles Thomas van Deventer  
Sarker van Deventer and  
Huston van Deventer not  
found in the common  
wealth

J Miles JS



To the Honorable John A. Kelly Judge of the Circuit  
Court of Lee County

Wm W Gray wife & others  
against  
Martha Vandewater et al

} In reply

Your undersigned Commissioner has leave to state  
that in obedience to the decree rendered in this  
cause he sold after due advertisement on the 17<sup>th</sup>  
July 1871 at the Court door of the Court house of  
this County, the same being Court day, the land  
in the bill mentioned, at which sale John M  
Whitehead became the purchaser at the price of  
two Thousand Dollars of which sum the purchaser  
paid the costs which amounted to \$107.20, one  
hundred and seven dollars twenty cents, and  
for the residue he with the purchaser with  
Lehman Hamblin and Samuel A. Ford ex-  
ecuted their bond payable twelve months after  
date bearing interest from date, Your Commissioner  
thinks that the said land sold at a fair  
and reasonable price - He thinks it proper further  
to state that the purchaser has not yet got into  
the possession of said land and for this reason he  
claims there should be a release of the interest ~~of~~  
on the purchase money <sup>acc</sup> up to the time of the  
confirmation of this report - which Your Commis-  
sioner thinks would be right. Respectfully Submitted.

Oct 2<sup>nd</sup> 1871

A. L. Pridemore Commissioner



Wm. W. Geary, White Station

W. { ~~Leaves~~ Report

North Vancouver, B.C.

1871 Oct. Term. Filed  
Leah - W. West V.C.



To the Honorable John A. Kelly Judge  
of the Circuit Court of Lee County Va.  
The undersigned would respectfully  
report that upon the 17<sup>th</sup> day of July  
1871, in pursuance, of a decree heretofore  
directed to your ~~com~~missioners he offered  
for sale in front of the Court House  
door, having previously advertised, the  
lands, owned, jointly by the widows of  
the late William Vandeverter and his heirs.  
Since the institution of pl. ff's suit John  
M. Whitehead has sued a foreign attach-  
ment against the share owned by Alexander  
Vandeverter, one of the heirs, I therefore  
sold his share subject to any lien that  
might have been acquired by reason of  
the coming out of said attachment, John  
M. Whitehead became the purchaser at  
the price of \$2000. which from all  
your Commissioners could learn was  
a fair & full price, at least all the  
adult heirs so far as he is able to  
learn is well satisfied - The said  
Whitehead paid to your Commissioners  
the sum of \$692. , which he applied  
to the Costs and Commissions of sales as  
follows, He retained the legal fee \$15.00  
and Commissions on \$2000. 49. 00  
and paid to David Miller and others 5. 00  
He also paid the officers of Court their



his receipts of which will be filed  
The said purchaser then entered into  
bond payable twelve months after date  
with interest from date in the sum  
of \$1892. with Champ Hamblin and  
Samuel Oxford as his securities therein -  
which your Commissioner deemed per-  
fectly good. The said Whitehead  
claims to your Commissioner that the  
Heirs of said estate were unable to put  
him in possession immediately after  
sale, and that he ought not to have  
to pay interest while thus out of posses-  
sion - nothing was said about the growing  
crop then on the place, and the sale  
being made in July it could not  
be supposed that the purchaser could  
be at once invested with possession  
but if he was as he alleges kept  
out of possession during seedling time  
in the fall then your Commissioner  
thinks it obviously just that no interest  
should be charged against said Purchaser  
until he was put into possession  
See Whitehead's affidavit - Your Com-  
missioner is confident he could not  
at the time or now make a better  
sale than he did - and respectfully  
asks its confirmation

Respectfully &c

A. L. Pridmore  
Commissioner

May 1<sup>st</sup> 1872



A. L. Pickens Esq

Am Report-

Yenny & Co vs Vandeventer

Filed May 1st 1872.

James W Orr. Clerk.

May 1<sup>st</sup> 1872



Know all men by these presents  
that I William Robinson and held and firmly bound to Martha Vandeventer  
in the just and full sum of five thousand dollars well and truly to be  
made.. The condition of the above obligation is such that whereas  
the said William Robinson has this day bargained and sold a certain  
piece of land to the said Martha Vandeventer lying and being  
in Lee county State of Virginia containing four hundred acres  
being the same more or less. and bounded as follows. *(Viz)*  
beginning on a white oak and chestnut oak thence W 110 poles craping  
a spring branch to a large chestnut oak. and dogwood. thence S 22 E.  
83 poles to a chestnut and dogwood and small hickory. thence S 75 W 20 poles.  
to a black oak on Belfours line and with said line S 46 1/2 E. 110 poles to  
three black oak saplings corner to said Belfours ~~land~~ thence S 29 E.  
108 poles to a forked dogwood. and white oak. Corner to William Cox.  
S 45 E 136 poles. to a spotted oak dogwood and sourwood. near a path  
and Hullards line with said line S 29 E. 120 poles to a post oak. poplar  
and beech corner on the top of a ridge corner to said ~~Hullards line~~ and  
Duke Coveys and with Coveys line S 60 W 38 poles. to a black oak and  
two sourwoods S 58 W 42 poles to a white <sup>(oak)</sup> and maple S 22 W 235 poles  
to a rock and stake. thence ~~a strate line~~ 40 poles. to a chestnut oak  
on the north side of a ridge corner of Duke Coveys on a line of Noble Coveys  
lands thence a strate line to the begining; so as to include four hundred  
acres ~~to~~ the same more or less. for the sum of three thousand dollars.  
payable as follows. seventeen hundred and fifty dollars. ~~payed in hand~~  
~~and~~ to become due one day after date. and one not of twelve hundred  
and fifty dollars. on E. J. Davault and O. V. and S. W. Davault due ~~on~~ first  
day of march ~~eighteen~~ hundred and ~~being~~ three ~~int~~ but payed in good current  
money of the State if the said William Robinson shall make or caused  
to be made a good and sufficient deed to the said Martha Vandeventer  
then the above obligation to be void and cease to remain in full force and virtue  
giving under my hand and seal this 8<sup>th</sup> day of march 1861.

William Robinson *(Seal)*



"N"

Bond

By William Robinson



To the Honorable John A Kelly Judge of the  
Circuit Court of Lee County,  
The undersigned who was heretofore appointed  
a commissioner in the cause of William W.  
Geary & wife & others against Martha Vandeventer  
and others; begs leave to report, that since his  
last report he was by a decree of this Hon-  
orable Court, <sup>entered on the 17<sup>th</sup> day of May 1871</sup> directed to proceed to collect the  
purchase money when the same fell due, the  
same having become due, after several una-  
vailing efforts, your Commissioner instituted suits  
against the purchaser and his security therein, and  
they have since paid your Commissioner on  
or about the 1<sup>st</sup> of May \$500. which is now  
in his hands; and finds some difficulty in  
disbursing. The amount to be paid to the plff  
as guardian is not ascertained, nor indeed is  
any certain amount shown to be due, any one  
of the parties, there are also some debts due  
<sup>on said land, under the purchase by Martha Vandeventer</sup>  
~~from~~ the purchase money, which must first  
be paid, but the amount is uncertain; your  
Commissioner is informed that the said John  
M Whitehead (the purchaser) has made various  
payments, to the parties, which when properly  
shown should be allowed him as credits -  
your Commissioner therefore, respectfully  
suggests the propriety of, referring these matters  
to a commissioner to ascertain, and report  
so that the exact sums may be ascertained



In the mean time, he begs to be informed as to  
 the disposal of the money already in his hands  
 it would as it seems to your Commissioner  
 be proper also to ascertain, the Resolutions of  
 the guardians' bond before payment of the  
 infants funds, over to ~~him~~ - all of which is  
 respectfully submitted -

May 1<sup>st</sup> 1873

A. L. Pickens  
 Commissioner -

W. W. Young & wife et al

vs Report of one  
 of Guardians et al

Martha Vandeventer et al

May 1<sup>st</sup> 187

Filed May 1<sup>st</sup> 1873.

Appt. H. W. D. D.



To the Honorable John A. Kelly Judge of  
The circuit court of Lee County Va.  
The undersigned commissioner begs leave  
to state that in the case of Wm. N. Yeary wife  
sathus v.s. Mertha Vanleverter - Your com-  
missioner since the last term of this court  
collected from John M. Whitehead, \$500-  
on sales of land from him and he has obtained  
judgement for the residue - Charles L. Hamblin  
sheriff adms. of Wm. Robinsons held a note on  
Mertha Vanleverter for the purchase money  
which had to be paid in full, and was allowed  
by Commissioner Morgan's report, and although  
that report had not been confirmed your  
commissioner deemed it best to pay said  
Hamblin and thus save interest, and accordingly  
he paid the said debt of Wm Robinsons estate  
which on the day of settlement amounted to \$241.80  
The receipt therefor is herewith filed marked 1

By Commissioner Morgan's report, The amounts  
due each heir is also shown, and Austin Miles  
and Ursula his wife gave to Benjamin F. Kincaid  
in the latter's lifetime an order for \$117. . and  
to Horsey F. Horton an order for \$20. Your com-  
missioner thought it best to pay these claims,  
rather than hold the money in his hands and  
allow interest to accumulate on the debts,  
and he accordingly paid the same and files



The receipts therefor, His action in the premises were in advance of the action of the court, but he felt authorized to do so since it was plain how the fund should be paid and he did not like to hold the fund in his hands so long: All of which is respectfully submitted -

July 23 1873 A. L. Pickmore Esq.

A. L. Pickmore Esq.

My Report

Wm. H. Geary & wife et als  
vs. The Northern Transcontinental R.R.

Filed July 26th 1873

Wm. H. Geary



Commissioner's Office, Jonesville Va May 30 1873.  
William W. Yeary & wife et als..... Plaintiffs

vs.

Martha Vanderveer et als..... Defendants

In Chy.

To Hon. John A. Kelley, Judge of Cir Court of Lee County:-

In response to a Decree entered in this cause on the 17<sup>th</sup> day of May 1873, I respectfully beg leave to submit the following report in explanation of the action taken by me under the said Decree. The principal and leading facts connected with this suit are set out in full in my former report, prominent among which is, the provision in the Will of William Vanderveer de'd that \$2000.<sup>00</sup> of his personal estate should be, by his Executor, invested in lands, and when so invested, the said lands should be held by his widow for the benefit of herself and his six youngest children, and at her death, said lands shall be divided among his nine children equally. It was also shewn in my former report that, instead of buying land worth \$2000.<sup>00</sup> only as contemplated by said will, a tract was bought at the price of \$3000.<sup>00</sup>, and that the Executor paid into its purchase price \$2000.<sup>00</sup>, the amount set apart by the will for that purpose, and that the Plaintiff, W<sup>m</sup> W. Yeary, the defendant, Martha Vanderveer, and the Guard<sup>n</sup> of the six children aforesaid undertook to pay the residue of the purchase price of the tract so purchased, and in pursuance thereof the said widow paid into the purchase price \$150.<sup>00</sup>, the said Yeary \$100.<sup>00</sup>, and the said Guard<sup>n</sup> \$600.<sup>00</sup>, being \$100.<sup>00</sup> for each of his said wards, amounting in the aggregate to \$850.<sup>00</sup>. Now, the payments thus made amount in the



aggregate to \$2850.<sup>00</sup>, leaving of the purchase money still owing \$150.<sup>00</sup> with accruing interest.

Now, this tract of land which cost \$3000.<sup>00</sup> was, on the 17th day of July 1871, sold by Commissioner Pridemore under a Decree in this suit, when the same brought the sum of \$2000.<sup>00</sup> only, and after the payment of the costs and commissions up to time of said sale, it left the sum of \$1892.<sup>00</sup> to be applied to the purposes of this suit. Thus, it is seen that the land which cost \$3000.<sup>00</sup> only brought \$2000.<sup>00</sup>, and that, after paying the costs &c. up to the time of sale, it only left \$1892.<sup>00</sup>. It will be further <sup>seen</sup> that by calculating the unpaid purchase money, up to the time of sale, it will amount to \$220.03, it will require about \$6.<sup>00</sup> to defray the additional incidental expenses of this suit, and about \$12.<sup>00</sup> to pay costs of this Account & Report, and the purchase money and these estimated costs, being deducted from said \$1892.<sup>00</sup>, leaves the sum of \$1653.97 to be distributed among the parties according to their rights.

Now, as \$2850.<sup>00</sup> was paid into the land which, upon being sold, leaves only the nett sum of \$1653.97 after paying the costs and the unpaid purchase money, has is this nett sum to be disposed of among the parties?

As seen in my former report, the \$2000.<sup>00</sup> when invested in land was to be held by the widow, during her life, for the benefit of herself and the minor children and, after her death, the same was to be divided equally among all the children of William Vanderveer dec'd.

The said widow has, within the past week, departed this life, and this event gives to each of said Vanderveer's children



the right to participate in the distribution of the estate so set apart for the benefit of the widow. In the adjustment of this matter between the two classes of creditors, I have set apart \$1160.97 to be divided equally among all the heirs-at-law of William Vanderwerker dec'd and \$493.<sup>50</sup> to be divided amongst the widow of Wm Vanderwerker, Mrs Yeary, and the six minors.

By this arrangement, it is seen that the \$1653.97 payback to the parties who invested the same in the purchase of said lands about 58 per cent upon their investment of \$2850.<sup>00</sup>

In this view of the case I have prepared a Statement & filed herewith marked (A13), the first part of which is a general Statement showing the facts just adverted to, to which is attached three Special Statements marked 1, 2, & 3.

N<sup>o</sup> 1. shows the amount to be paid the widow, said Yeary, and the six minors respectively; N<sup>o</sup> 2. shows the sum to be paid each one of the heirs of Wm Vanderwerker deceased on account of the \$2000.<sup>00</sup> invested for the benefit of the widow aforesaid; and N<sup>o</sup> 3. shows the aggregate sum to be paid each heir on account of the two funds, and when the sums therein shown to be due them shall have been paid, together with the interest due thereon from the 17<sup>th</sup> day of July 1871, by Commissioner Pridemore, and when he shall have paid the balance of the purchase money (and the additional costs of suit, then he will have paid out the entire fund in his hands arising from the sale of said lands.

In relation to that part of the Decree under which I am acting, it requires me to ascertain and report whether the bond of the Guardian of the infant defendants is good



or not, I have to report that, on the 15<sup>th</sup> day of June 1862, one Houston Vanderwerker was by the County Court of Lee County appointed Guardian for Thomas, Ursula, Nancy, Robert, William P. & Martha Ann Vanderwerker, & he executed bond in the sum of \$2000.<sup>00</sup>, with Martha Vanderwerker - widow of William Vanderwerker decid<sup>d</sup> as his security. The only money of which I have any knowledge of his having received, as such Guardian for his said wards, is the \$600.<sup>00</sup> bequeathed to his said Wards by William Vanderwerker, referred to in my former report, and in the foregoing part of this report, and this sum so received by him was, as before stated, invested for the benefit of his wards in the tract of land sold under a Decree in this suit. And, soon after these transactions, the said Houston Vanderwerker removed to some of the Western States, where he still resides, as I am informed.

The said Thomas Vanderwerker has, since that time arrived to the age of 21 years, and has also the said Ursula, who has intermarried with Oscar Miles, and it is probable that by this time one or more of the younger children has arrived to the age of 21 years, but <sup>how</sup> this may be I cannot certainly say.

On the 19<sup>th</sup> day of Oct. 1869, William H. Geary, the Plaintiff in this cause, was appointed Guardian for Robt. B, Nancy, William P. & Martha Ann Vanderwerker, and he executed bond in the penalty of \$2000.<sup>00</sup>, with the said Martha Vanderwerker,



of \$2000.<sup>00</sup>, with the

widow of the said William as his security. and, as before stated, the said widow, just the other day, departed this life, and had she been perfectly good and solvent for the penalty of said bond during life, it would be proper for the said Guardian to execute new bond, now that she has departed this life. But were she still living I think her visible estate so small, and inconsiderable that it would be proper to require the execution of a new bond by said Guardian. I have therefore to report that said bond is insufficient, and that a new bond should be required of said Guardian before paying him any further sums of money for his said wards.

I know of no other facts now necessary to be reported on, and having discharged the duties required of me by said Decree so far as I know, pray hence to be discharged from further consideration thereof. All of which is respectfully submitted.

Henry J. Morgan, Comr. &c.  
May 30 1873.



Wm H. Yeary & wife et al.

vs. { Commissioners 2nd Report.

Martha Vanderventer et al.

Filed August 14th 1873.

James W. Orr, Clk.

Court's Fee: \$12.00 (In bill)



To the Honorable John S. Kelly Judge of the  
circuit Court of Lee County,

The undersigned, begs leave to report that in  
the case of Wm. Geary & wife et als vs Martha  
Vanderwerker et als. in which he has heretofore  
been appointed a special commissioner  
that John M. Whitehead the purchaser has  
fully paid the various heirs in said case ex-  
cept certain sums your commissioner paid  
which is more fully shown by receipts here-  
with filed. He first received & paid out the  
amounts of the costs of suit and afterwards  
on 15<sup>th</sup> day of May 1873. he received \$500. and dis-  
bursed the same as follows. To C. L. Hamblin  
admr. of Wm. Robinsons estate \$241.80 - To S. L. Mc-  
Neil admr of B. F. Kinnards on order of Susan Miles  
one of the heirs \$117.70. and \$21. on order of said  
Miles to H. G. Horton: To Wm W. Geary as the admr of  
Martha Vanderwerker \$97.44. To H. J. Morgan as admr.  
\$12.00 and to Robert Vanderwerker \$10.00. And this  
is all the money that passed through your comrs  
hands. Thomas Vanderwerker guardian of the two infants  
came before your comr. and acknowledged to have  
received from said whitehead all the sums due  
him individually and as guardian and filed some  
receipts here with marked A. given to your comr.  
but the whole matter was settled with him  
and whitehead. Wm W. Geary the plff who holds  
a power of attorney for Susan Vanderwerker, just



and is admin of Martha Vandeventer now deceased  
 also appeared before your court and acknowledged to  
 have received from said Whitehead all sums due  
 him & his intestates estate, and his principal kinsman  
 Vandeventer. He also produced the receipt of Robert  
 Vandeventer for his share & proved by the said  
 Thomas Vandeventer & am. cv. young that the same  
 had been fully paid him. Your court. had  
 fully paid Austin Miles and Alexander -  
 Vandeventer's part had been assigned to  
 Whitehead for a debt due him see the cause  
 consolidated with this case. By which it  
 will be seen the whole matter is now fully  
 adjusted & said Whitehead entitled to a deed for  
 the land purchased by him. accof which is respect-  
 fully submitted. A. L. Parkinson

A. L. Parkinson

In. } Report

Gumwicks et als vs Vandeventer

Filed November 2<sup>nd</sup> 1874,

John B. Gibson



Commissioners Office Jonesville Virginia Nov. 16. 1878

William W. Geary & wife + al Defts.

vs.

Martha Vandeverter + others

Defts.

John M. Whitehead

Deft.

vs.

Alexander Vandeverter + al

Defts.

Martha Corbree

Deft.

vs.

John M. Whitehead + others

Defts.

To the Hon John A. Kelly Judge of the Circuit  
Court of Lee County.

By a decree entered in these causes on  
the 5th day of April 1878 I was directed to make  
several enquiries and to report the results thereof  
to you at a future time.

With the view to discharge these duties I caused  
to be summoned before me W. W. Geary, Thomas J.  
Vandeverter, John M. Whitehead, and Charles T. Ham-  
blen admr. of Robert Sims decd, as will be seen by a  
paper herewith filed. Marked (A6)

In response to this summons the said William  
W. Geary, Thomas J. Vandeverter, and Charles T. Ham-  
blen, appeared before me, as did also General Pridemore  
and C. J. Duncan Esq. and I took the deposition  
of said Pridemore and Thomas J. Vandeverter, and



herewith file the same marked (A.D)

By reference to my second reports filed in the first of these causes, it will be seen that after the payment of debts and costs there was left in the hands of Com. Pridemore of the proceeds of the sale of land the sum of \$1653.97 to be distributed among the heirs of William Vandewenter deed, of which sum Huston Vandewenter was entitled to \$138.66  $\frac{2}{3}$  Alexander Vandewenter to the like sum, Wm. W. Yeary & wife to \$196.66  $\frac{2}{3}$  Oscar Miles & wife to the like sum, Thomas J. Vandewenter to the like sum, Robert Vandewenter to the like sum, Nancy Vandewenter to the like sum, William P. Vandewenter to the like sum, and <sup>Martha A.</sup> ~~Martha A.~~ Vandewenter to the like sum, with interest on each sum from July 17th 1871.

At the time the first of these suits was brought, the said Nancy, Robert, William P. and Martha A. Vandewenter were infants, but at the time Com. Pridemore filed his last report in the first cause which was Nov. 2nd 1874 the said Nancy and Robert had arrived to the age of 21. leaving said William P. and Martha A. still infants, and as far as I know are still such,

The land which at one time belonged to these parties and was sold by Com. Pridemore in the first of these suits for the sum of \$2000.00 and at this sale John M. Whithead became the purchaser thereof, who paid down cash sufficient



to pay the costs of suit and sale and for the residue he gave bond or bonds with Champ Hamblet & Samuel Oxford as his sureties according to Comt. Pridemores first report.

At a subsequent time said Whitehead paid to Comt. Pridemore the further sum of \$500.00 toward the purchase price of the land and Comt. Pridemore in one of his reports shows how he disposed of the same and he also states in one of his reports that said \$500.00 is all that he has at any time received on the deferred payments.

Of the above mentioned \$500.00 \$241.80 was paid by Comt. Pridemore to C. L. Hamblet adv. of William Robinson deed, about \$137.00 to the assignees of Oscar Miles wife, and perhaps some small amt. of costs. And this is all that Comt. Pridemore shows specifically how he disposed of, but he says he paid it all out, and I have no doubt he did, but to whom he does not say in particular.

By Comt. Pridemores reports filed in the first of these causes on the 2nd. of Nov. 1874 it will be seen that he says, all the heirs have been paid, and he then goes on to show somewhat in detail the manner in which some of the payments were made, and by a decree entered in that cause on the 25th of Nov. 1874 said Report of Comt. Pridemore was confirmed as to all the heirs save the two minors Wm. C. and Martha A. Vandewenter and as to them also, when the said Thomas J. Vandewenter their guardian should execute bond with ample security.



in the sum of \$800.00 with Condition faithfully to  
account for the money due his said wards by this decree.

This decree seems to contemplate that the bond here  
required should be executed and filed in this suit,  
and if so that requirement has not been complied with  
so far as I have yet seen.

On the 19<sup>th</sup> day of January 1874. said Thomas J. Van-  
dewater was appointed by the County Court of Lee County  
Guardian for said two minors when he gave bond in the  
sum of \$800.00. with John M. Whitehead Wm. T. McKil  
and Eldridge J. Devault as his securities as will be seen  
by a paper herewith filed marked <sup>(A&1)</sup> The said Whitehead  
is now insolvent, but the said McKil and the estate of  
said Devault are more than ample for the sum of the bond.

It is thus seen that this guardian bond was given  
~~more than 10~~ months before the decree of Nov. 25<sup>th</sup> 1874, so that  
at the time Thomas J. Vandewater Executed to Com. Oideman  
one the two receipts referred to by him in his report of Nov.  
2<sup>nd</sup> 1874 said Thomas J. Vandewater was in fact the  
guardian for said Wm. P. + Martha A. Vandewater.

From what has now been said, it appears that said  
Thomas J. Vandewater at the time of the execution of said  
two receipts which bear date January 23<sup>rd</sup> 1874 was in fact  
Guardian for said wards but had been such only for  
four days, and it is further seen, that Com. Oideman



four days, And it is further

5

recognised the payments made or pretended to have been made by Whitehead to said Vandeventer, before the execution of the bond required by the decree of the 25<sup>th</sup> of Nov. 1874 in other words he did not see that said bond had been executed before surrendering to Whitehead the bond or bonds for the purchase money of the land And this being so, it may possibly raise the question as to how far a Court is bound to see, that all orders in a pending cause have been complied with, before making payments or disbursing funds, as if all had been strictly complied with, but do not know that, that question will be raised at all.

William W. Geary admits the fact, that the \$196.66<sup>3</sup> due to him in right of his wife has been fully paid, and he & Thomas J. Vandeventer also say that the sums due Oscar's wife, Robert and Nancy Vandeventer have been paid, or so nearly so that they may be regarded as paid, and by a decree entered in the second of these causes it appears that said Whitehead appropriated to his benefit the sum due said Alexander Vandeventer on account of the latter's indebtedness to said Whitehead, and thus we see that 5 out of the 9 claims have been paid in some way and probably by Mr. Whitehead in the main, and partly by Court. Poilemore, And the remaining four claims it is admitted has as yet not received any thing in the way of money from any one But as to whether they may not in law be fully paid



so far as the land in question is concerned, is a question which I do not feel myself competent to decide.

The facts I think are about these, When the deferred payments of the purchase money became due, the purchaser Whithead did not have the money with which to meet the same, and in order to lift his note of Com<sup>r</sup>. Pridemore he procured the heirs, at least four of them, to take his individual note note, or verbal promise for the sums respectively due them, and in consideration thereof, to execute to Com<sup>r</sup>. Pridemore receipts, acknowledging the payment to them of the money due them respectively, and this course was pursued and the note or notes held by Com<sup>r</sup>. Pridemore for the purchase money was surrendered by him to Whithead, and the <sup>money</sup> due the heirs repaid paid by Com<sup>r</sup>. Pridemore.

Mr. Geary admits that he as the attorney in fact of Huston Vandewater gave his receipts as such attorney to Com<sup>r</sup>. Pridemore but that he did not even take the precaution to take Mr. Whithead's note for the \$138.66<sup>3</sup>/<sub>4</sub> due his personal, but says that Whithead agreed not only to give him his note for the same but to pay it, and the said Thomas Vandewater for himself and his two wards shows in his petition how this matter was transacted between him and Whithead and Com<sup>r</sup>. Pridemore, and they both refer to this matter in their said depositions.

It is probable that Geary in right of his wife, and Robert



and Nancy Vandewater did as the others, but this is not now shown, but if so. Whitehead has since that time paid them, and I am strongly inclined to think they did for reasons which I shall presently state, in the way of a disposition.

There is no objection raised by any one so far as I know to a sale or re-sale of the land in question, the only question that arises in reference thereto is as to who has the first or paramount lien and this becomes an important question, since Whitehead is insolvent, and the land when re-sold will perhaps not bring much more than sufficient to pay said first lien what is more due them if it is considered that their lien is superior to that of the second claim due the estate of Robert Sims and should this be regarded under all the facts & circumstances of the case the first lien, then it will in all probability consume the proceeds of the sale of the land.

Some time in the Spring of 1873 Mr Whitehead wanted to borrow some money, and as well as I now remember he asked me if he could give a deed of trust on the land which he had bought in the first of these suits as security therefor, and I think I told he could, but that such security would amount to much until the purchase money therefor was paid, that it constituted a prior and superior lien thereon, and that no lien he could give would be valid until the purchase



money was paid. At that time I was familiar with the case having taken two accounts therein and knew the parties interested and about the sum due each and I think I also knew what had been paid Com. I remember.

About the 12<sup>th</sup> of May 1873 Mr Whitehead came to me again and said that he had paid or nearly paid and settled the balance of the purchase money and as evidence thereof showed me sundry receipts over the signatures of the parties interested, or quite a number of them and said that all the purchase money is now paid except perhaps about \$87.00 And he then said that he could borrow of Robert Sims about \$700.00 if I would write to Mr Sims that a deed of trust upon this land would be good security for that sum, and <sup>I now</sup> think I said to him well as the purchase money is all paid except eighty odd dollars I think the security will be good, and I at his request accordingly so wrote to Mr Sims, and Mr Whitehead got the above mentioned sum of money or nearly so, as he afterward informed me, and gave Mr Sims a deed of trust on this land to secure the payment of the same, a copy of which is herewith filed marked (A F) This deed of trust bears date May 12<sup>th</sup> 1873 and undertakes to secure \$700.00 with interest thereon from that date at the rate of 8 per cent per annum all of which is yet unpaid. And the lien created



monies from that date at the rate of 8 percent per annum  
all of which is yet unpaid. And the lien created

9

thereby, of course commences with its date.

I cannot now state the names of the heirs whose  
signatures appeared to be signed to said receipts  
nor do I recollect the date of either, all I recollect  
is that they convinced me that all or nearly all the  
purchase money had been paid, for had they not  
so convinced me I should not have written to Mr  
Sims as I did; It is possible that I may have  
then known how the heirs and Mr Whitehead had settled  
this matter, but I do not now believe that I did, but  
even if I had known it, I might possibly have written  
Mr Sims as I did, but I do not now think I would have  
done so.

The receipts of Thos J Vandeverter in his own right and  
as guardian for his two wards bear date January 23rd 1874  
And Mr Gearys receipts as attorney in fact for Huston  
Vandeverter bears date Oct the 30th 1874. And this being  
so it is impossible that I could have seen these papers  
in May 1873 when they were not in existence, if written  
and signed the day they bear date; these receipts  
I think are in the handwriting of T. J. Vandeverter &  
Genl. Ordmore, and the receipts shown me by Mr  
Whitehead as before stated, I do not now think were written  
by either of them, but by whom I do not know

If the claims of the heirs yet unpaid constitute a prior  
lien on the land, and when sold it should not bring a



Sum sufficient to pay both (and it will not do so) then to the extent of such failure, a fraud either actual or legal has been perpetrated and practiced on Mr Sims, and I here confess that I have been used as an instrument to attain that end but I did it ignorantly, and under the belief that the purchase money had in fact been paid or nearly so.

I think it but just to Mr Geary and T. J. Tundewenter to say that I believe they acted in good faith and without any intention to defraud or injure any one, and that their acts in this matter were done with the sole view of accommodating Mr Whitehead and to enable him in this way to meet the purchase money due on the land, and I also believe that they acted in this matter under the belief that the land still remained as much bound for the sums due them, as it did before the receipts were given and new notes taken.

Mr Whitehead so far as I know and perhaps did act from pure motives, but whatever may have been his designs the result is the same so far as Sims was concerned for I have no doubt he parted with his money under the firm belief that the security tendered was good & ample and that confidence was in all probability strengthened if not inspired by my representations to him, or my opinion that a deed of trust would be good. And the opinion thus expressed was based upon the idea that the purchase money was paid or nearly paid as before stated.



Having stated facts in this report in the nature of a deposition and these (if they bear upon the question of lien) and the reports of Const. Ordmore and his deposition and that of J. P. Vandewater together with the record of the first of these suits will no doubt make up the case upon which the question of the priority of lien will have to be determined, and if that is so, it would be improper in me to determine the priority of lien, since I might place an undue weight on what I know, when my statements might be regarded by others as worth but little if anything, I shall therefore refer this question of priority of lien to your Honor for decision.

I have formed an opinion as to the priority of lien, based upon the facts in the cause, from my stand point, <sup>view</sup> but for the reason above stated, will not express that opinion, and not having done so, it would be improper in me to advise or attempt to offer any arguments in support of that opinion, and I shall not do so.

The debts against Mr. Whitehead which are in fact liens, and such as are claimed to be, on the land now under consideration, are as follows \$138.66<sup>3</sup>/<sub>4</sub> due Heston Vandewater, \$196.66<sup>3</sup>/<sub>4</sub> due J. P. Vandewater, the like sum due Wm. P. Vandewater, and the like sum due Martin A. Vandewater with interest on each from July 17th 1871. \$700.00 due to J. Hamblen admt. of Robert Sims dead with interest at 8 per cent per annum from May 12th 1873 and about \$1635.66 due Cowan McBlung & Co. as shown by <sup>the copy of</sup> a deed of trust hereunto



filed Marked (A G) the other two debts therein secured are paid or about paid as I am informed & have reason to believe.

This deed of trust bears date July the 3<sup>rd</sup> 1875. and is much younger in point of time than that of Mr Sims, and trusting as I did, that the proceeds of the sale of the land would become exhausted before reaching this claim, I thought it not necessary to refer to it earlier.

The third suit is one brought by Martha Crabtree widow of James Crabtree decd against John M. Whithead & others the object of which is to recover damages out of the land bought by Whithead in the first of these suits,

The tract thus sold is known as the Wm. Robinson land and consists of about 400 acres, 100 of which was conveyed to said Robinson by Duke Cory wife, and the remaining 300 acres was conveyed to him by said James Crabtree and Benjamin Dickinson, but in this last conveyance the said Martha Crabtree did not join with her then husband - Jas. Crabtree nor did the wife of said Dickinson join with him.

I have had occasion at least once before to examine into this question of the right of Martha Crabtree to recover damages in certain lands which James Crabtree acquired from one Jacob or Peter Fisher and subsequently sold by him to others, and from my knowledge thus derived I am enabled to report that Martha Crabtree has a right to damages in 300 acres of the land bought by J. M. Whithead in the 1<sup>st</sup> of these suits.



But the failure of the wife of said Dickinson to join therein  
with him does not create the least encumbrance thereon  
for reasons which I might give but deem them unnecessary

All which is respectfully Submitted

Henry J. Morgan Land.



Wm. W. Seary & Co.  
as Comrs. for the  
Municipal Board  
Filed Nov 26th 1878.

James M. Condit

1881 Mar. Decree & court

" Aug. order court

1882 Mr. Aug. & Nov. Court.

1883 Mr. Aug. & Nov. Court

1884 Mr. Decree final

Commissioners fee \$15.00.

2-28  
28-31  
29-3  
144.68

28-31  
29-3  
144.68

1879-2  
2-28  
15-12



Wm W. George wife et als.

75-

In chancery

Mortua Vanderwater et als.

and

Thomas J. Vanderwater

75-

Petition in Chancery.

John M. Whitehead

To the Honorable John A. Kelly Judge  
of the Circuit Court of Lee County Virginia  
Pursuant to a decree of said Hon-  
orable Court rendered and pronounced on  
the first day of April 1879 in the above styled  
causes the undersigned who was appointed  
a Special Commissioner for the purpose on  
Tuesday the 21<sup>st</sup> day of October 1879 (that  
being Court day) offered for sale in front  
of the Court House door of Lee County Virginia  
having first posted written notices of the  
time place and terms of sale for more than  
30 days before said day of sale as required  
by the decree of said Court) offered for sale the  
whole of the Tract of land in the bill petition  
and proceedings in said causes mentioned,  
being the tract of land sold by Commissioner  
Pocdenore in the first of said above named  
causes and purchased by John M. Whitehead,  
to the highest bidder on a credit of one or  
two years except a sum sufficient to pay



costs in the said case of Thomas J Van  
derenter vs John M Whitford and the  
costs of Commissioners of Sale (which he re-  
quired to be paid down,) and Henry J  
Morgan become the purchaser thereof he  
being the highest bidder, at the price of  
\$560. of this sum your Commissioner  
required him to pay down the sum of  
\$695.1 that sum being necessary to pay costs  
and Commissioners and he executed to  
your Commissioner his note for \$290.49  
the residue thereof, bearing interest from  
date and payable in two equal annual in-  
stalments due respectively in one & two years.  
Of the sum paid down to your Commissioner  
he paid to James W Orr Clerk his bill  
for \$7.81 the same is receipted and filed here  
with marked (1) to Thomas J DeJ Sheriff his  
fee of 35 cents his receipt for which is filed  
here with marked (2) to Henry J Morgan  
Clerk his fee for taking account \$18.00  
his receipt for which is here with filed marked  
(3). Your Commissioner retained the Alty  
due to Morison Duncan of \$15.00 and  
his commissions on Sale amounting to  
\$20.20 which leave a balance in the hands  
of your Commissioner of \$800 for  
Estimated Costs. This land sold

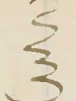


very low, for less than \$1.50 per acre. It  
it was as much as your Commissioner  
could get. The Sale was made at a popular  
hour in presence of a large number of per-  
sons, and ample opportunities given for  
all who desired to bid to do so. The land  
lies on the Chestnut Ridge and is rather  
a poor class of land, a quality of land  
which only few persons desire to purchase.  
In fact your Commissioner has offered  
said land for sale twice before during the  
Summer and never before got a bid for  
it, and if a resale should be directed  
in all probability, it would not be again  
sold for any larger sum. I make  
no recommendations, only submit  
what I have done.


Oct 31<sup>st</sup> 1879. Respectfully

L. T. Duncan Special  
Commissioner



Wm Perry wffl et al  
vs  In chg

Martin Vanderweide et al  
and

Thomas J Vanderweide  
vs  Petition  
John McWhitman

Commissioners  
Report

Filed Nov 13th 1879.  
Jas W Orr. Clerk.

112  
720  
727  
722



W H Geary wife et als

vs.

Morthe Vanderwater et als.

Pliffs

E. Luchamony

Defts

and

Thomas J Vanderwater Guardian etc.

vs.

John M Whitehead et al

Pliff

on a petition in chancery

Defts.

To the Honorable John A Kelly Judge  
of the Circuit Court of Lu County, Va.

Pursuant to a decree rendered and  
pronounced in the above styled cause on the 30th  
day of December 1879. directing a resale of said  
land in the bill and petition mentioned the  
undersigned a Commissioner appointed for the  
purpose. on the 17 day of February, 1880, in  
front of the Court house door of Lu County offer  
ed said lands for sale on a credit of one  
and two years, bearing interest from date  
except a sum sufficient to pay costs of suit  
and expenses of sale and resale. and  
Joshua Whitehead and Ursula Whitehead  
wife of the Defendant John M Whitehead  
being the highest bidders the land was knock  
ed down to them at the price of (\$1010<sup>00</sup>)  
One thousand & Ten dollars of this sum  
they paid down to your Commissioner  
\$100.00. and they executed their two notes  
for the residue. each being for the sum of



\$454.95 payable respectively in one and two  
years bearing interest from date, with  
John M Whitehead as security. Said notes  
are filed here with Morse (A1) & (A2) and  
as a further security for the prompt pay-  
ment of the same the said Aronela White-  
head and her husband John M White-  
head executed to your Commissioner  
a Trust deed upon the tract of land on  
which they now live containing 80  
acres being a tract of land which descend-  
ed to the said Aronela Whitehead from  
her father's estate, This land is worth some  
\$600. or \$800. This is in the opinion of  
your Commissioner ample security for  
the payment of said notes. Said deed of  
Trust is filed here with Morse (A3)

That money paid down to me has  
been paid out pursuant to the direction  
of said Order.

All of which is respectfully submitted.  
August 15<sup>th</sup> 1880,

C. T. Duncan Comr



W H Gerry wife et al

vs. 3 Report of Com  
2-2-11

Morton Vandeventer et al

Filed Aug. 13th 1888.

J. R. Stickney D.C.



To the Honorable John A. Kelly Judge of the  
Circuit Court of Lee County, Virginia

Your Commissioner in the Chancery cause  
of W. H. Geary wife & others vs Martha Vandeventer  
trustee Guardian &c. vs John M. Whitehead by &  
consent to report that he on the 17<sup>th</sup> day of  
February 1881, collected from Mrs. Ursula  
Whitehead the sum of \$400.<sup>00</sup>, and from Mr  
Joshua Whitehead the sum of \$30.<sup>00</sup> towards the  
purchase price of the land sold by your Com-  
missioner in the above styled cause, on the  
17<sup>th</sup> day of February 1880, leaving a balance yet  
due on the principal of said note of \$24.75<sup>00</sup> &  
interest the sum of \$27.22<sup>00</sup>, of the sum thus paid  
to your Commissioner he on the twenty second  
day of February 1881, paid to A. J. Shepherd assignee  
of Martha Tyler formerly Martha Vandeventer and her  
husband C. D. Tyler, the sum of \$195.<sup>00</sup> and to  
James H. Graham, assignee of Wm P Vandeventer  
the like sum of \$195.<sup>00</sup>, making the sum of  
\$390.<sup>00</sup> paid to both of said parties Your Com-  
missioner retained out of the sum collected  
by him the sum of \$40.<sup>00</sup> the contract between



the Vanderwerker heirs & himself as Attorney the  
Attorneys being that he should retain as fee  
10 per cent on all sums collected by him.

The receipt of the said Shepherd & Graham  
together with the assignment made to them  
is herewith filed marked A B, as part of  
this report. Respectfully Submitted,

March 16<sup>th</sup> 1881.

C. T. Duncan Esq.

W. W. Gray wife et als  
vs  
J. J. Vanderwerker  
and  
J. J. Vanderwerker Esq.

vs  
John M. Whitcomb

Filed March 17<sup>th</sup> 1881

John C. Orr Esq.



Received of C. J. Duncan Commissioner in  
the Chancery Cause of W. H. Gray wife & others  
vs. Martha Vandeventer et al. & J. J. Vandeventer  
Guardian &c vs John M. Whitehead Three hundred  
and thirty dollars. to go as a credit on the  
sum decreed in this cause to Martha Vandeven-  
ter & W<sup>m</sup> P. Vandeventer who were infants at the  
date of the filing of the petition of J. J. Vande-  
venter Guardian &c. and which debt has been  
assigned to us. This 22<sup>nd</sup> day of February 1881.

\$390.

A. J. Shepherd Surgeon  
of Martha Tyler & husband.

James H. Graham Assignee  
of R. W. Spencer who was assignee of  
W<sup>m</sup> P. Vandeventer.

Shepherd \$195.00

Graham 195.00



J. H. Graham & D. J. Shuf-  
eld  
To B. Rept,  
67 Duncan Court

(A B.)



For value received I hereby sell and assign to  
~~Charles C. Spencer~~ <sup>Spencer</sup> my entire interest in and  
two a debt ~~of~~ of \$417.44 due to me and  
my sister Martha Tyler wife of L. D. Tyler. from  
John M. Whithead. with interest thereon from  
the 20<sup>th</sup> day of January 1874. for which there is  
a decree of the Circuit Court of Lee County for  
the sale of the Tract of land lying on Chestnut  
ridge purchased by said Whithead from  
A. L. Proctor. And I hereby order  
and direct C. T. Duncan Special Commissioner  
appointed <sup>by</sup> the decree aforesaid to sell said  
land to pay my entire interest in said debt  
over to the said ~~Spencer~~ <sup>Spencer</sup> as soon as he collect  
the same. This assignment & sale however is  
subject to the charge of C. T. Duncan my Atty  
for the prosecution & Collection of said claim  
which is ten per cent on the same. Given under  
my hand and seal this ~~17~~ <sup>18</sup> day of August 1878

17<sup>th</sup> Dec 1878 (And)  
William P. Vandewater



R W Spencer

208.72. *Aug 1900*

1242.82  
5. *11 m*

6211.00

621.16

310.58

207.05

73.50

208.72

282.22. *Aug 1900*

28.22

254.00 *P. Vance*



For value received I assign to James  
H Graham the entire amount of a debt  
owed in favor of W<sup>m</sup> P Vanderwater in  
the Chancery Cause or Petition of Thos  
J Vanderwater Guardian &c. vs John M. White  
head. which claim was assigned to me  
by the said W<sup>m</sup> P Vanderwater on the 17<sup>th</sup> day  
of December 1879. which written assignment  
is now in the hands of C. T. Duncan Counselor  
in said Cause and I direct said Counselor  
to pay said sum to said Graham  
Witness my hand and Seal this 19<sup>th</sup>  
day of Jan'y 1881. This assignment is  
made subject to the attorney's fee of C. T.  
Duncan in said Cause.

R W Spencer Seal



Know all men by these presents that I, Clement  
D. Tyler am held and firmly bound unto An-  
drew Shepherd in the just and full sum of four  
hundred and sixty dollars to the payment of  
which well and truly to be made I bind myself  
heirs &c. firmly by these presents, and as to  
this obligation ~~I bind myself heirs~~ I waive  
the benefit of my homestead exemption whereas  
my hand and seal this 15<sup>th</sup> day of July 1879.

The condition of the foregoing obligation is  
such that Whereas, there is due to Martha Tyler  
formerly Martha Vandewater, now the wife of  
the said Clement D. Tyler, the sum of \$208.72  
two hundred & eight  $\frac{72}{100}$  dollars with interest  
thereon from the 20<sup>th</sup> day of January 1874, from  
one J. M. Whitehead and for which there is a decree  
to sell the lands purchased by said Whitehead  
from & L. Pridemore Court and whereas the  
said Tyler has this day sold and transferred all  
of said claims to the said A. J. Shepherd ~~except \$200~~  
subject however to the fee of C. T. Duncan Atty  
in said cause, and whereas the said Martha  
Tyler is under the age of 21 years and there being  
some doubt as to whether the said Tyler can sell trans-  
fer and assign said claim without the said  
wife joining with him, now in the event the  
said Martha shall pass assign and transfer her  
interest to ~~the~~ in said debt to the said Shepherd



when she attains the age of 21 year. Then this  
bond to be void Otherwise to remain in full  
force virtue and effect.

C. D. Tyler. Seal  
Martha G. Tyler Seal



To C. T. Duncan Atty & Commissioner  
You are hereby informed that I have sold Trans-  
ferred and Assigned to A. J. Shepherd the inter-  
est of myself and wife ~~in the estate of~~  
~~Frederick C. Dyer~~ to Shepherd and my wife from  
J. M. Whitehead and in your hands for collection  
And when Collected you are directed to pay  
the same over to him. Given under my  
hand and seal this 15<sup>th</sup> day of July 1880  
C. D. Tyler.

Wm. J. Tyler. Seal



W. W. Geary, <sup>et als</sup> Plff vs Martha Vandeventer Defts - In chy.

Thos J Vandeventer, <sup>et als</sup> Plff vs John M Whitehead, et als Defts - In chy.

The undersigned Comr. in this cause respectfully reports, that Ursula Whitehead the purchaser of the land sold by said Comr., has paid the purchase money and your Comr. has made and acknowledged a deed to said purchaser for said land with covenants of special warranty, and said deed is herewith filed marked "X".

Your Comr. has collected and disbursed the purchase money as directed, and after the confirmation of the deed nothing further remains to be done in this cause.

Respectfully submitted,

L. F. Duncan, Comr.



W. W. Geary et als

vs { George Duncan's  
B report of Deed

Martha Vandeventer et  
- als

Filed Mar 29th 1884;

(J. A. Hyatt  
clerk



Nett Amt of Sales of lands in the hands of Com<sup>r</sup> Pridemore  
after paying costs of Suit, as shewn by his Report of May 1st 1872,  
in the case of *M<sup>rs</sup> W. Yeary & wife et als vs. Martha Vanderventer et als* & which  
bears Int. from the 17 day of July 1871 this sum

By this sum to be paid *M<sup>rs</sup> Robinson*, purchase money to July 17/71 220 03

" this amt estimated for additional costs 6 00

" " sum to pay for this account & Report 12 00 238 03

Leaving to be distributed between two classes of creditors this sum \$1653 97

*M<sup>rs</sup> Vanderventer's Ex<sup>ts</sup>* paid for purchase of the  
land sold \$2000.<sup>00</sup>, there is, therefore, of the above  
sum to be paid to those entitled to the remainder, after  
the life estate of the widow, this sum

1160 97

The widow of said Vanderventer *M<sup>rs</sup> Yeary & wife*  
& the Guard<sup>n</sup> of six youngest children of said Vanderventer  
paid into the purchase price of the land sold \$850.<sup>00</sup>  
there is, therefore, out of the above sum to be paid then this sum

493 00 1653 97

### Special Statement No. 1.

This sum to be paid Widow, Yeary, & six youngest children

493 00

The said widow " into purchase price of land sold 150 00 87 00

" " Yeary & wife paid into " " " " 100 00 58 00

" Guard<sup>n</sup> for Tho<sup>s</sup> Vanderventer " " " " " 100 00 58 00

" " " Wrelda " " " " " " " 100 00 58 00

" " " Nancy " " " " " " " 100 00 58 00

" " " Robt R. " " " " " " " 100 00 58 00

" " " Wm P. " " " " " " " 100 00 58 00

" " " Martha Ann " " " " " " " 100 00 58 00 493 00

For further Statement, See next page.



## Special Statement No. 2.

This sum to be paid those entitled to the remainder, after the life-estate of the widow - - - - -

1160 97

This sum due the widow out of the other fund, as shown in Special Statement No. 1, on acct of \$1500 paid by her into said land, she having recently died - - - - -

87 00

Aggregate sum to be divided among nine heirs - - - - -

\$1247 97

By this sum to be paid Houston Vandewater, one of said Mrs. Hays 138 66 2/3

" " " " " Alex. " another " " " 138 66 2/3

" " " " " Eliz. Yeary & Husband " " " " 138 66 2/3

" " " " " Tho. P. Vandewater " " " " 138 66 2/3

" " " " " Ureula " " " " 138 66 2/3

" " " " " Nancy Vandewater " " " " 138 66 2/3

" " " " " Robt. " " " " 138 66 2/3

" " " " " Mrs. P. " " " " 138 66 2/3

" " " " " Martha Ann " " " " 138 66 2/3 1247 97

## Special Statement No. 3.

Nett sum in Comr. Pridemore's hands after paying costs of suit + bal. of purchase money. See 1st page - - - - -

\$1653 97

This sum to be paid Houston Vandewater as above - - - - -

138 66 2/3

" " " " " Alex. " " " " 138 66 2/3

" " " " " Yeary & wife, see Special Statement 1 58 00

" " " " " Same " " " " 2 138 66 2/3 196 66 2/3

" " " " " Tho. P. Vandewater. See Special " 1 58 00

" " " " " Same " " " " 2 138 66 2/3 196 66 2/3

" " " " " Ureula Vandewater " " " " 1 58 00

" " " " " Same " " " " 2 138 66 2/3 196 66 2/3

" " " " " Nancy Vandewater " " " " 1 58 00

" " " " " Same " " " " 2 138 66 2/3 196 66 2/3

Carried Forward - - - - - \$1063 98

Nett sum in Comr's hands brot Forward - - - - -

1653 97

Am't for distribution " " - - - - -

1063 98

This sum to be paid Robt. Vandewater, see spec. Statement No. 1 58 00

" " " " " Same " " " " 2 138 66 2/3 196 66 2/3

" " " " " Mrs. P. Vandewater " " " " 1 58 00

" " " " " Same " " " " 2 138 66 2/3 196 66 2/3

" " " " " Martha Ann Vandewater " " " " 1 58 00

" " " " " Same " " " " 2 138 66 2/3 196 66 2/3 1653 97



W. W. Yeary & wife et al.

vs. } Statement of Account.

Martha Vandewater et al.

A.B.



Jm H. Yearwood et al, Plffs.  
 Against  
 Martha Vandeventer et al, defts.  
 John M. Whitehead - - Plff  
 Against  
 Alexander Vandeventer et al, defts.

These cause

came on this day again to be heard  
 upon the papers formerly read and the  
 report of Commissioner Henry J. Morgan  
 filed Nov. 26 1878, and was argued by  
 Counsel. And by the consent of the par-  
 ties, by their Counsel the following de-  
 cree is rendered: L. S. Duncan,  
 who is hereby appointed a special  
 Commissioner for the purpose is directed  
 after advertising the same for at least  
 30 days on the front door of the Court  
 House of this County, and in the neighbor-  
 hood where the land lies, and if he  
 deems proper in the Lee Sentinel, to pro-  
 ceed to sell on some Court day, in  
 front of the Court House on a credit  
 of one or two years to the highest  
 bidder, the entire tract of land heretofore  
 sold by Commissioner Pendleton to John  
 M. Whitehead. and out of the proceeds  
 when collected, the infants Martha



Vanderwerker, and Com P. Vanderwerker, if then  
of full age or their guardian, <sup>if out of full age</sup> upon exe-  
cuting bond as required by the decree  
rendered in this cause on the 28<sup>th</sup> Nov.  
1874. receive the sums respectively shown  
to be due them by the statement adopted  
& confirmed, in Commissioner Morgan's  
former report - That of the proceeds of the  
said sale thereafter remaining, and ~~the~~ which  
said whitehead had the legal right to en-  
vey there he paid the personal repre-  
sentatives of Robert Sims dec'd, so  
much as may be necessary to discharge  
his debt of trust and of the residue  
if any the same he paid over to Cowan  
Mr Clung to upon their debt of trust  
But no collection of sale money herein  
directed shall be made until the future  
order of the court - the Commissioner will  
require a sufficient sum however to be  
paid in hand to defray the costs of sale  
and take bond ~~with~~ approved security bearing  
interest from date for the residue. He  
will report his actions to this court and the  
Cause is continued.

George W. Italy

By

Mrs. Vanderwerker

Johan M. Whitehead

By

Alp. Vanderwerker

Ordered Page 26.  
W. O. J. D. C.

Enter this decree.  
April - 1<sup>st</sup> 1879  
J. A. R.



Wm W. Geary wife and others

Plffs

vs

In Chancery

Mortha Vanderwater and others

Defendants

and

John M Whitehead

Plff

vs

In Chancery

Alexander Vanderwater

Defendant

and

Thomas J Vanderwater Guardian &c. Plff

vs

An Petition In Chancery

John M Whitehead  
On motion of John M Whitehead more is granted him to file his answer to the petition of Thomas J Vanderwater which is so entered whereupon these causes came on again this

To be heard

8<sup>th</sup> day of September 1876, upon the papers formerly read in the two former causes, the petition of Thomas J. Vanderwater for himself and as guardian for Mrs P. & Mortha A Vanderwater, and exhibits filed therewith the answer of John M Whitehead thereto this day filed in open court, and the rules issued against said Whitehead by a former decree in these causes and waiver of formal service thereof and was argued by counsel on consideration whereof it is adjudged ordered and decreed that the notes in the petition mentioned are a lien upon the land purchased by said John M Whitehead from Commissioner A. L. Pridemore being unpaid purchase money, yet due for said land and it is further adjudged ordered and decreed that unless said John M Whitehead or some one for him shall pay the debts in the petition mentioned within 10 days from this date then that C. F. Duncan, or and he is hereby appointed a commissioner for the purpose do proceed to sell as much of said tract of land as



The bills and proceedings in these causes mentioned  
as will be necessary to pay the debts in the petition men-  
tioned with interest thereon from the 21<sup>st</sup> day of  
January 1874 till paid and the costs of this petition  
and the costs and commissions of sale, at the  
front door of the Court house of said County, on  
some Court day on a credit of six months  
except a sum sufficient to pay the costs of petition  
the costs and commissions of sale which the commis-  
sioner shall require to be paid down. said commis-  
sioner shall require the purchaser to give bond  
with approved personal security, waiving the ben-  
efit of the homestead exemption for the deferred  
payment, and he will retain a lien upon the  
land until the purchase money is fully paid  
but before proceeding to execute this decree the said  
Commissioner will give notice of the time  
time and place of sale by posting written  
notices at three public places in said County  
for at least thirty days before day of sale  
one of which shall be on the front door of the  
Court house of said County and another in the  
vicinity of the land, and he will report his  
action to a future term of this Court and these  
causes are continued till the next term.



W. W. Gerry & wife & als

vs

Mortha Vanderwater & als

and

John H. Whitehead

vs

Alexander Vanderwater

and

Thomas J. Vanderwater.

Respondent &c

vs

John H. Whitehead

---

Decree

---

Entered order Books  
page 568 + 569  
James W. Corliss.

Enter  
for A. R.

Apr. 8/76



H. W. Gerry wife and others Plffs

Vs

In chancery

Mortua Vanderwater & others Dfts

And

John M. Whitehead Plff

Vs

In chancery

Alexander Vanderwater Dft

~~The order of continuance entered~~  
~~in this cause on a former day of this term is~~  
~~not a rule and~~ On the application of Thomas J  
Vanderwater for himself and as guardian for  
two of the infant defendants in the first named  
cause leave ~~was~~ granted him to file his ~~own~~  
petition in said <sup>causes</sup>, claiming that there was yet due  
to them their share of the proceeds of the sales  
of the land in the bill and proceedings in said  
causes mentioned, and that said sums were  
still due from the purchaser as a part of the  
purchase price of said land, and upon mo-  
tion of said ~~petitioner~~ <sup>and for reasons appearing to the court</sup>, a rule is granted  
against John M. Whitehead the purchaser  
of said land to show cause if any he can,  
why a sufficiency of said land should not  
be sold to pay to them the sums due them,  
and to require him to answer the several allega-  
tions of the said petition, and the cause is left  
open for further action at this term

Enter

L. J. A. K.

Sent 7/17/6



W. M. George wife et al  
vs J. Order  
Catherine Vandewater  
and et al  
John M. Whitehead  
vs  
Alexander Vandewater

---

Entered O. B. Page 557

R. H. Orin Jr. D. C.



This Deed made and entered into on this the 21st day of September 1868 between William Robinson, <sup>and Robinson his wife</sup> of the one part and Martha Vandeventer of the other part both of the County of Lee and State of Virginia Witnesseth: That for and in consideration of the sum of three thousand dollars the receipt whereof is hereby acknowledged the said William Robinson, <sup>and Robinson his wife</sup> hath granted bargained and sold and doth hereby convey unto the said Martha Vandeventer a certain tract or parcel of land lying and being in Lee County Virginia about six or seven miles west of Jonesville on Trading Creek ridge and Chestnut ridge containing four hundred <sup>acres</sup> ~~dollars~~ be the same more or less and bounded as follows:

Beginning on a whiteoak and Chestnut oak thence West 110 poles Crossing a Spring Branch to a large Chestnut oak and dogwood thence S 22 E 83 poles to a chestnut and dogwood and small Hickory thence S 73 W 20 poles to a Blackoak on Balfour's line and with said line S 46  $\frac{1}{2}$  E 110 poles to three Blackoak saplings corner to said Balfour's land thence S 29 E 108 poles to a forked dogwood and whiteoak a corner to William Cox now Thomas Givens land N 75 E 136 poles to a spotted oak dogwood and Sourwood near a path on Hubbard's now Edward Snodgrass's line and with said line N 29 E 120 poles to a post oak poplar and Beech corner on the top of Trading Creek ridge to said Snodgrass's land and John C. Harris' land N 60 W 28 poles to a Blackoak and two Sourwoods said John C. Harris' corner S 58 W 42 poles to a whiteoak and maple on the west side of a hollow N 22 W 235 poles to a rock and stake thence a straight line 40 poles to a Chestnut oak on the north side of a ridge a corner of Luke Coveys on a line of Alfred



Conveys land thence a straight line to the beginning  
so as to include four hundred acres be the same more  
or less together with all the appurtenances belonging  
to said land to have and to hold the same in fee  
simple forever. And the said William Robinson  
doth hereby Covenant to and with the said Martha  
Vanderwenter that he will warrant generally the  
land hereby conveyed against the claims of all  
persons whatever. Witness the following signatures  
and Seals.

William Robinson Seal  
Sarah E. Robinson Seal  
mark

ackd. ~~May~~ 1868

See County Court Clerk's Office the 21st day of September 1868  
This Indenture of bargain and sale for land between Will-  
iam Robinson and Sarah E. Robinson his wife, of the one  
part, and Martha Vanderwenter of the other part, both  
of the County of Lee and State of Virginia, was acknowledged  
before me by the said William Robinson to be his act and  
deed for the purposes therein mentioned; and the said  
Sarah E. Robinson, wife of said William, being examined  
by me privily and apart from her said husband and  
having the said writing fully explained to her, acknowledged  
that she had willingly signed and executed the same  
and did not wish to retract it, and the said deed  
being duly stamped, is admitted to records.

Lester Henry J. Morgan, Clk.



Martha Vandeventer

from } Seed

William Robinson

Filed June 7th 1873, as an  
enclosed deed in case of Whitehead  
vs Vandeventers



I, William Vandeverter, do make and publish this as my last will and Testament hereby revoking and making void all other wills by me at any time made. First of all I direct that my funeral expenses, and all my debts be paid as soon after my death as possible, out of any money that I may die possessed of or may first come into the hands of my Executor. Secondly, I give and bequeath to my Daughter Elizabeth Yeary one hundred dollars, to be paid to her on the first day of March 1863. Thirdly, I give and bequeath to my son Thomas P. Vandeverter one hundred dollars, when he arrives to twenty one years of age. Fourthly, I give and bequeath to my daughter Amanda Vandeverter, one hundred dollars, when she may arrive at the age of twenty-one years. Fifthly, I give to my daughter Nancy Vandeverter one hundred dollars when she arrives to the age of twenty one years old. Sixthly, I give to my son Robert Vandeverter one hundred dollars, when he may arrive to the age of twenty-one years old. Seventhly, I give to my son William Putnam Vandeverter one hundred dollars when he arrives to the age of twenty-one years of age. Eighthly, I give to my daughter Martha Ann Vandeverter one hundred dollars, when she may arrive to the age of twenty-one years of age. This is to make they above named children equal with Houston and Alexander Vandeverter that have already received a hundred dollars, each of them, out of my estate. Ninthly, I desire that my executor shall pay two thousand dollars out of the moneys that may fall due to my estate in land wherever my widow Martha Vandeverter and children <sup>may wish to locate them</sup>, and desire that sum of money vested in the land so purchased. And that my wife Martha Vandeverter shall be the proprietor of said land as long as she may remain a widow to raise and take care of, and school my children as she may think best. Also I give to my wife Martha Vandeverter six hundred and fifty dollars if so much remains after paying the above named money or property to be disposed of. Also I give to my wife Martha Vandeverter my two waggons and the gearing belonging to the same, and all of my farming utensils to dispose of as she may think best. Together with one yellow



yellow horse and one sorrell horse and one set of Blacksmiths  
Tools, and what Cattle, Sheep, and hogs that I may die seized and  
posse<sup>ssed</sup> of, and one mare and colt or the value thereof, that my son  
Houston Vandeverter has traded of, as I have understood, with all  
my household and kitchen furniture and her saddle to be hers to  
dispose of as she may think best. And the above named two thousand  
dollars to be vested in hand shall be equally divided amongst  
all my children namely: Houston Vandeverter, Alexander Van-  
deverter, Elizabeth Yeary, Thomas Vandeverter, Aurelia Vande-  
verter, Nancy Vandeverter, Robert Vandeverter, William Vande-  
verter, and Martha Ann Vandeverter, at the death of my wife  
Marthey Vandeverter. Lastly, I do hereby nominate and appoint  
Larkin Vandeverter my executor. In witness whereof I do  
to this my will set my hand and seal this, eighteenth day of  
October 1869 thousand eight hundred and sixty.

William Vandeverter (seal)

signed, sealed, and published in our  
presence, and we have subscribed our names,  
hereto, in the presence of the testator this, 18th,  
day of October 1860. George W. Cock, Elisha  
Clark, and Peter Organ.

Virginia,

At a Court begun and held for Lee County, at the Court house  
thereof, on Monday, the 21st day of January 1861.

The last will and Testament of William Vandeverter  
deceased was this day proved in Court by the oaths of  
George W. Cock, Elisha Clark, and Peter Organ, witnesses  
thereto, and is ordered to be recorded.

Lester. William S. Paul D.C.,  
Leopie. Lester. John B. West, D. clerk



William Vandewater  
Copy of  
Last Will and Testament

"H"

See list.



One day after date I bind myself heirs &c to  
pay to the Order of Shos J. Vandewenter the sum  
of Two hundred and Eight &  $\frac{72}{100}$  dollars Value  
received, it being bal due him of the purchase  
money on the land sold by A. L. Pridemore Court,  
belonging to the Estate of Wm Vandewenter decd.  
Jan. 20<sup>th</sup> 1874.

John M. Whitehead (Seal)

State N. H. Yearly

\$417 <sup>44</sup>/<sub>100</sub>

One day after date I bind myself heirs &c  
to pay to the Order of Shos J. Vandewenter the sum  
of Four Hundred and Seventeen &  $\frac{44}{100}$  Dollars, and  
due Wm D and Martha A. Vandewenter of the pur-  
chase money on the land sold by A. L. Pridemore  
Court, belonging to the estate of Wm Vandewenter  
deceased.

Jan 20<sup>th</sup> 1874

John M. Whitehead (Seal)

State N. H. Yearly



208.72  
417.94  

---

626.66

Copy of notes

Exhibit (A1.)



Twelve months after date we bind ourselves  
here to jointly and severally to pay C. T. Duncan  
Commissioner in the Chancery cause of Wm  
Gerry wife & others vs Martha Vanderwerker & others  
and Thos Vanderwerker Guardian to vs John  
M Whitehead the sum of four hundred & fifty  
four dollars & ninety five cents with interest  
from date Value received in land And as  
to this obligation we each waive the benefit of  
our homestead exemptions Witness our hands  
and Seals This 17<sup>th</sup> day of February 1880.

Joshua W. Whitehead Seal  
Martha Whitehead Seal  
J M Whitehead Seal

Two years after date we bind ourselves here to jointly  
and severally, to pay C. T. Duncan Commissioner in  
the Chancery cause of Wm Gerry wife & others vs Mar-  
tha Vanderwerker & others and Thos Vanderwerker Guardian  
to vs John M Whitehead four hundred & fifty four dollars  
& ninety five cents with interest from date value received  
in land and as to this obligation we waive our homestead  
exemptions Witness our hands and seals This 17<sup>th</sup> day  
of February 1880.

Joshua W. Whitehead Seal  
Martha Whitehead Seal  
J M Whitehead Seal



Febry 17<sup>th</sup> 1881.

6<sup>rs</sup> 13<sup>y</sup> east paid by Moulton Whitehead \$200.00  
" " " " Joshua Whitehead 30.00  
\$430.00

(24)

(17)



This deed made this 13<sup>th</sup> day of August 1880, by and between, John M Whitehead and Ursula his wife of the County of Lee and State of Virginia of the one part and C. T. Duncan of the County and State aforesaid of the other part, Witnesseth That Whereas, on the 17<sup>th</sup> day of February 1880, the said Ursula Whitehead and Joshua Whitehead, purchased from C. T. Duncan Commissioner in the Chancery Cause of W. W. Gury wife & others, against Martha Vandeventer & others and Thos J Van deventer guardian &c. &c John M Whitehead a tract of land situated in said County being the Tract of land which the said John M Whitehead purchased from A L Prilemore Court in the first above styled Cause, and after paying down to said Commissioner the sum of \$100.10 Executed their note to him the said C. T. Duncan Commissioner, for four hundred & fifty four dollars and ninety five cents each, and due respectively on the 17<sup>th</sup> day of February 1881, and the 17<sup>th</sup> day of February 1882, bearing interest ~~from~~ from date, and Whereas the decree under which said Sale was made requiring the purchaser to execute bond with good security for the deferred payments, the said Ursula Whitehead and Joshua Whitehead procured the said John M Whitehead



to sign said notes as their security, and now  
in order to further secure the payment of said  
two notes as they fall due, The said John M White-  
head and Ursula Whitehead his wife in consid-  
eration of the premises aforesaid as well  
as in consideration of One dollar cash in  
hand paid the receipt of which is hereby acknowl-  
edged. Now This day granted bargained and  
sold and by These presents do grant bar-  
gain sell and convey to the said C. T. Dun-  
can all that Certain tract or parcel of land  
situated lying and being on Mullins Cove  
in said County being the tract of land on  
which the said John M Whitehead and Ur-  
sula his wife now reside and is the balance  
of the tract of land deeded to the said Whitehead  
and wife in the partition of the lands which  
deceded to the said Ursula Whitehead from  
her fathers estate (some parts of it having been  
heretofore sold and conveyed) containing  
by estimation 80 acres to have and to  
hold to him the said C. T. Duncan and  
his heirs forever, In Trust nevertheless  
to secure the full payment of the two notes  
above specified with their accruing interest  
which if faithfully done. Then this debt to  
be released but if the said Joshua White-  
head Ursula Whitehead and John M White-



had fail to pay said two notes or either of  
them as they shall become due ~~and shall~~  
then it shall be lawful after the last of said  
notes becomes due. for said C. T. Duncan Trustee  
to sell said land or enough thereof to pay said  
two notes or any balance which may then  
be due upon them or either of them said Sale  
shall be made at the front door of the Court  
house of Lu County on a Court day and  
shall be for cash in hand but before pro-  
ceeding to sell said Trustee shall give  
due notice of the time and place of sale  
by posting written notices thereof at at  
least three public places in said County  
for at least 30 days before day of sale  
and should Sale have to be made by him  
he shall be entitled to 5 per cent commission  
for his trouble. but should no sale be made by  
him he shall be entitled to no compensation  
and the said John M. Whitehead and  
Martha Whitehead his wife warrant generally  
the land hereby conveyed Witness the the  
following signatures and Dated This day and  
date of first above written.

~~John M.~~ Martha Whitehead *(Seal)*  
J. M. Whitehead *(Seal)*  
C. T. Duncan *(Seal)*



Virginia, Lee County, to wit.

The foregoing deed from John M Whitehead & Ursula Whitehead his wife of the one part, to C. J. Duncan <sup>Trustee</sup> of the other part, all of Lee County Virginia, was this day acknowledged before me by the said John M Whitehead & wife and C. J. Duncan, to be their act and deed for the purposes therein mentioned, and the said Ursula Whitehead wife of the said John M Whitehead being examined by me privily, and seferate and apart from her said husband, and having the deed aforesaid read and fully explained to her acknowledged that she had willingly signed and executed the same and does not wish to retract it.

Given under my hand August 13th 1880.

James W Orr, Clerk  
Lee County Court.

(A-3)

C. J. Duncan  
From Deed Trust  
J. M. Whitehead & wife

C 125-

Aug 13th 1880



The Commonwealth of Virginia

To the Sheriff of Lee County Greeting  
You will notify and Summon to appear before  
the undersigned Comr. at his office in Jonesville  
on the 16<sup>th</sup> day of Nov. 1878. William W. Geary,  
John M. Whithead, Thomas Vandewanter in his  
own right and as guardian of the two infant  
children of William Vandewanter decd. and Chas.  
T. Hamblen admr. of Robert Sims decd. to the end that  
they may give any information they may be in  
possession of touching the enquiries referred to me  
by a decree entered on the 5<sup>th</sup> day of April 1878  
in the chancery cause of Wm. W. Geary & wife et al  
vs. Martha Vandewanter & others.

Henry J. Morgan Comr.  
Nov. 14 - 1878



Wm. W. Geary & wife & al.  
vs { Deans

Mastha Vanderwenter & al.

Executed by Summoning  
Chamfr Hamblett admt  
of Robert Deans, John  
M. Whitehead, Thomas  
J. Vanderwenter & Wm. W.  
Geary. Nov. 15th 1878  
J. S. Cole, Clk

A. C.



~~#193. #4~~

On or before the first day of  
March 1869 I bind myself my  
Heirs &c To pay William Robinson  
One hundred and ninety three  
dollars & 44 cents it being the  
ballance of the purchase due  
on the land I bought of him  
according to final and full  
settlement made this day between  
us and this note is executed instead  
of a note held by him against  
me and is therefore under the  
stay law, Witness my hand and  
Seal this the 12<sup>th</sup> of September  
1868

Martha <sup>her</sup> Underwinter Seal  
Jest  
A. M. Ely



Martha  
Wanderer

(A. 1)



Virginia.

A County Court begun and held for  
Lee County, at the Court House thereof on  
Monday the 14th day of Jan'y. 1874.

It appearing to the Court from a writing signed  
by Martha A. Vandeventer & W. O. Vandeventer, minor  
heirs of Wm. Vandeventer decd, over the age of fourteen  
years, and acknowledged by said minors before John  
Kempsey, a Justice of the Peace, that they choose for  
their guardian Thomas J. Vandeventer, the Court  
doth appoint said Thomas J. Vandeventer Guardian  
for said minor heirs; and thereupon the said  
Thomas J. Vandeventer took the oath prescribed  
by law, and together with C. V. Davant, W. H.  
McNeil and J. M. Whitehead his securities,  
entered into and acknowledged a bond in  
the penalty of \$800<sup>00</sup>, conditioned according  
to law.

A. C. P.

Teste R. W. Embury.



Thos. J. Vandewater  
Guard, &c  
Copy of Order

A.E.

Fee 20cts



This Deed Made this 12th day of May 1873, between John M. Whitehead of the first part, and Henry J. Morgan Trustee of the second part, all of the County of Lee and State of Virginia, Witnesses. That Whereas the said John M. Whitehead, being justly indebted to Robert Sims in the sum of Seven hundred dollars, which is evidenced by note this day executed to him by the said Whitehead bearing eight per cent interest from date till paid. And the said Whitehead being willing and desirous to secure the payment thereof, and for the further consideration of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, the said Whitehead with by these presents, grant, bargain sell and convey unto the said Henry J. Morgan Trustee as aforesaid, all his right title interest and claim, whether legal or equitable which is now vested in him or which he may hereafter acquire in and to a certain tract or parcel of land lying and being in the said County of Lee, and on the waters of Trading Creek, and on the top of Chestnut Ridge, being the same tract or parcel of land which the said Whitehead lately purchased at a Commissioners' Sale, and known as the Robinson Tract, and containing four hundred acres, more or less, to have and to hold the said tract or parcel of land, with all its appurtenances unto the said Henry J. Morgan and his heirs forever, and the said Whitehead hereby covenants that he will warrant generally the land hereby conveyed. In Trust. Nevertheless, if the said John M. Whitehead



shall on or before the 12th day of May 1874 pay to the said Robert Sams said sum of \$700<sup>00</sup> together with such interest as may have accrued thereon and the costs of drawing and recording this indenture, then the same to be void and of no effect, but if default be made in the payment thereof then it shall be lawful for said Morgan Trustee as aforesaid, to proceed to sell, for ready cash, the land hereby conveyed, or so much thereof as may be necessary to pay all of said debt or any balance that may then remain unpaid together with 5 per cent Commission thereon to said Trustee for his trouble, But before such sale said Trustee is required to advertise the time place and terms of sale, for at least 30 days prior thereto, by posting an advertisement at the front door of the Court House of Lee County for that purpose, Witness the following signature and Seal.

John M. Whitehead (Seal)

Virginia Lee County to wit,

I John B. West a Notary Public in and for said County in the State aforesaid, do hereby certify that John M. Whitehead whose name is signed to the foregoing deed of trust, this day personally appeared before me in my office, and acknowledged the same to be his act and deed for the purposes therein mentioned, Given under my hand this 12th day of May 1873,

John B. West N. P.

Lee County Court Clerk's Office the 2nd day of June 1874. The foregoing deed of Trust between John M. Whitehead of the first part, and Henry J. Morgan Trustee of the second part, both of Lee County Virginia is admitted to record upon the certificate of John B. West, a Notary Public in and for the County and State aforesaid.

Teste John L. Gibson D.C.

Attest

Teste R. W. Orr Jr. D.C.



Henry J Morgan Trustee  
in Copy of  
Show 3 Deed Trust.  
John M. Hatcher

---

(A. H.)

Copy 70



This Deed made this the 3rd day of July 1875, between John M. Whitehead and Ursula Whitehead his wife of the first part, and A. L. Pridemore Trustee of the second part, Witnesseth That whereas the said John M. Whitehead is indebted to Cowan M. Clung & Co. of Knoxville Tenn. in his several promissory notes, one of which is dated May 2. 1874, and due ninety days after date, and for \$152.35. One other dated March 3<sup>rd</sup> 1874, and due after ninety days for \$768.30. One other dated April 10th 1874, due after ninety days for \$159.54, one other dated April 25th 1874, due after sixty days for \$76.17, One other dated June 11<sup>th</sup> 1874, due after ninety days for \$179.98, and the other dated July 15th 1874, due after ninety days for \$258.84. And to R. S. Payne & Co. to which W. W. Anderson is security in the sum of \$280 due by note. Subject to a credit as on the said note endorsed. And also Sanford Chamberlain & Albers in the sum of \$140 due by note with W. W. Anderson & W. W. Yeary as security therein. Now in order to secure first in full the said "Cowan M. Clung & Co" in the sum due them as aforesaid, and then secondly to secure to Sanford Chamberlain & Albers in the sum of \$140 Subject to credit, and "R. S. Payne & Co," in the sum of \$280. The last two to be equal terms, and credits above. The parties of the first part do grant bargain sell and Convey unto the said A. L. Pridemore Trustee as aforesaid, all of their right title and interest in and to a certain tract or parcel of land situated in this Lee County, on the waters of Trading Creek, being on Chestnut ridge, and is the land.



purchased by said John M. Whitehead from the said A.L. Bridmore Commissioner in the Cause of W.W. Gentry vs. Martha Vandeventer another, and the Case of said Whitehead against Alex. Vandeventer, and is the same land owned by the heirs of Wm Vandeventer, and which was purchased by the widow & heirs of said Wm Vandeventer from Wm Robinson, to which said deed from Robinson to said Vandeventer reference is here made for more specific notes & bounds. Now if the said John M. Whitehead shall well & truly pay to Cowan McClung & Co, the sums due them, without interest in full first the sums due them, and secondly the claims due R.D. Payne & Co, and the sums due Sanford Chamberlain & Albers, one half of each, twelve months from this date, and the other 1/2 months from this date, then this obligation null & void, otherwise to remain in full force, but should the said John M. Whitehead fail to pay the said sums due to Cowan & McClung & Co, in full as above on or by the times specified herein (12 & 18 months) then it shall be lawful for the said Trustee after advertising the same for at least 30 days before sale setting out time, terms & place of sale, to proceed to sell, on 6 months credit, the said lands or so much thereof as may be necessary to pay said debts herein secured. The sale to be made on some court day at the front door of the Court House of this County. And the said Trustee is to have for his trouble & commission herein 5 per cent on the amount of sales. It is further agreed

that said Whitehead may, by & with the consent of the said Trustee occupy said lands till the expiration of the time herein given, unless sale shall sooner be made of any part of said lands for any prior trusts created thereon, and then should such sale be offered to be made by any other trustee, it shall be lawful for the said Bridmore on information of such intended sale to post notice of the fact, and proceed to sell the residue of said land at the same time in the same manner herein provided, applying the proceeds of sale as herein stated, or he may agree with such other trustee that the whole of said lands may be sold by him and accept the residue of sales after paying former trusts. The said parties of the joint part are to pay for stamping and recording this deed of trust, and as to the debts herein secured, they waive the benefit of their homestead exemption. It is further agreed that the said Whitehead shall have the rents and profits of said lands for two Corn crops, from & after the present one and if said land should be sold, to be sold subject to this right, so far as Cowan McClung & Co are concerned, or any other debts herein secured. Witnesses the following signatures & seals this the day and year first above written.

J. M. Whitehead (Seal).

Virginia Lee County Writ.

D. John B. West, a Notary Public in and for the County and State of Virginia, do certify that the foregoing deed of trust from John M. Whitehead & wife of the one part, and A.L. Bridmore of the other part, all of the County of Lee and State of Virginia,



was this day acknowledged before me by the said John M. Whitehead to be his act and deed for the purposes therein mentioned. Given under my hand this 3rd day of July 1875.

John B. West N. P.

Virginia, Lee County Court Clerk's office the 3rd day of July 1875. The foregoing deed from John M. Whitehead, of the one part to A. L. Pridemore Trustee of the other part, was this day filed in this office and admitted to record.

Teste James W. Orr clerk

A copy

Teste R. W. Orr Jr. D.C.

A. L. Pridemore Trustee

John M. Whitehead

John M. Whitehead

(55)

Fee \$1.00



Virginia,

At a Court of Quarter Sessions ~~Continued~~ <sup>Begun</sup>  
and held for Lee County Virginia at the  
Court House thereof on Monday the 18th day  
of March 1861.

On the motion of Larkin Vandewenter who made  
oath as executor of the last will and Testament  
of William Vandewenter deceased, and together with  
Russell B. Devault Claiborne S. Jayne and William  
K. Graham his Securities, entered into and ac-  
knowledge a bond in the penalty of \$3500.00  
Conditioned according to law a probate of the  
Said will is granted him in due form.

A Copy Teste

James W Orr, Jr. Clerk County  
Court Lee County

Virginia

Va.

At a County Court Begun and held  
for Lee County Virginia at the Courthouse  
of Lee County on Monday the 16th day of  
June 1862

Thomas P. Vandewenter & Ursula Vandewenter  
infant Children and heirs of William Vande-  
wenter deceased, who are over 14 years of age,  
appeared in person in Court, and chose Houston  
Vandewenter for their Guardian; and Nancy Van-  
dewenter, Robert B. Vandewenter, William Pitman  
Vandewenter, and Martha Ann Vandewenter  
also Children and heirs of William Vandewenter  
deceased, being under the age of fourteen  
years, the Court doth appoint the Said Houston  
Vandewenter their Guardian; And Thereupon  
the Said Houston Vandewenter with Martha  
Vandewenter his Security entered into and



acknowledged their bond, in the penalty of twelve  
hundred dollars with such conditions as the  
law prescribes.                      A Copy Teste

James W. Orr.    J. Clerk of County  
Court of Lee County  
Va.

Mrs. W. Yeary & wife  
& others

Wt. { Copies of Orders  
      { appointing assessor  
      { & guardian

Martha Underwriter  
& others



Rec<sup>d</sup> of A. L. Videman, Com &c  
Two Hundred & Eight & 57/100 Dollars  
amt, due me from the estate  
of Wm Vandeventer deceased  
Jan the 23<sup>rd</sup> 1874.

Robert B. Vandeventer



Rec<sup>d</sup> of A L Pridemore, Com &c  
Two Hundred & Eight &  $\frac{3}{4}$  / 100 Dollars  
and in full due me from the  
Estate of Wm Vanderwater deceased.  
Jan the 23<sup>rd</sup> / 1874, Thos J. Vanderwater

Rec<sup>d</sup> of A L Pridemore, Four Hundred  
and sixteen &  $\frac{1}{4}$  / 100 Dollars, and due  
Martha & Am P. Vanderwater from  
the estate of Wm Vanderwater deceased  
Jan the 23<sup>rd</sup> / 1874. Thos J Vanderwater  
Guardian,

Rec<sup>d</sup> of A L Pridemore, Com &c.  
Two Hundred & Eight &  $\frac{3}{4}$  / 100 dollars, and  
due me from the estate of  
Wm Vanderwater deceased. Jan 23<sup>rd</sup> / 1874  
Lucy Vanderwater



Recept

hij

Georgius van der Venter

11



Wm. W. Yeary & wife & others Dr.  
To David Miller

1870 To acting as Guardian ad litem  
for heirs in case of them vs. Martha  
Vanderwerker & others \$ 5.00

Col A. L. Pridemore Comr,

You will please pay to Daniel A. Smith the  
Sum. of \$5.00 my fee as Guardian ad litem in  
the case of W. W. Yeary & wife & others vs. Martha Vanderwerker  
and others & oblige Yours &c. This May 25<sup>th</sup> 1871,  
and this shall be my receipt to you for the same...  
David Miller Guardian  
ad litem



Received of A. L. Tidmore  
Commission five dollars &c  
within in full - July 31<sup>st</sup> 1877

D J Smith

M. W. Geary wife  
4000

to } Account  
\$5.00

David Miller

in 1877



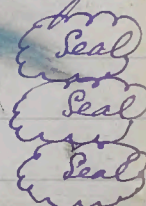
An Agreement made and entered into between Austin Miles and Ursula miles his wife of the one part and Benjamin F. Kincaid of the other part all of Lee County Virginia Witnesseth that the Said Austin Miles and Ursula Miles his wife have Money coming to them from A. L. Pridemore Commr. in the sale of the Vandeventer land the Said Ursula being a part owner of the Said land and is entitled to the proceeds of the Sale of the Same in part and they hereby authorize and direct the Said A. L. Pridemore Commr. as aforesaid to pay the Said B. F. Kincaid One hundred and Ten dollars out of their part of the proceeds of the Sale of Said land and in Consideration of which the Said Benjamin F. Kincaid is to let him the Said Austin Miles have a black two year old Mare mule and the Title to Said mule vests in the Said Austin Miles whenever the Said B. F. Kincaid receives the One hundred and ten dollars as aforesaid but he retains the Title in himself until he receives the money but is to let the Said Austin Miles have the use of the mule until that time upon the Condition that he the Said miles runs all risk of loss or damage to Said mule but in any event the Said Kincaid is to get the Said sum of One hundred and ten dollars.

Witness our hands and Seals this the ~~29~~ 29 day of

March 1872

attest <sup>his</sup> John Davis  
Benjamin Kincaid

Austin <sup>his</sup> miles  
Ursula <sup>his</sup> miles  
mark





Received of A. L. Richmond commission in the  
 case of Wm. H. Geary Wife et als vs Martha Vaulkwater  
 the sum one hundred and <sup>seventeen dollars</sup> seventy cent, the amount  
 of the within claim in full. But should the cir-  
 cuit court <sup>of the court</sup> fail to enter a decree approving this  
 payment, to me then I bind myself to re-pay to the  
 said Richmond the said sum of money and interest  
 thereon at the rate of 6 per centum - witness  
 my hand and seal this June 16<sup>th</sup> 1873

A. L. McKim

Recd

Adm<sup>y</sup> of Benj. F. Kincaid

Austin Miles & wife

and Contract,

B. F. Kincaid

A. L. McKim

103 Receipts W. H. 70

A. L. Richmond

R. H. 2



Received of A. C. Pridemore commission  
in the case of Wm. W. Yeary & wife et als vs  
Martha Vandewater, ninety seven dollars  
and 44. cents, ~~the~~ amount of a claim due  
her in said case and allowed by said report  
of amministrator Morgan as shown by statement  
A. B. Given under my hand this September  
5<sup>th</sup> 1873.

W. W. Yeary

Administrator of the estate of Martha Vandewater



Wm. W. Gray adms

To} Receipts \$ 97.44

A L Preliminary

R 3



Received of John M. Whitehead one hundred  
and ninety dollars and 14 cents, The full amount  
due me from the sales of the lands of Mrs.  
Vanderwerker at which sale the said John M.  
Whitehead became the purchaser. This amount  
being the sum due me in said case in right  
of my wife - Sept. 29<sup>th</sup> 1878.

Wm. W. Yeary



Wm. W. Geary

To Receipt \$190.14.

J. M. Whitehead  
in full.

To.

A. L. Richmond



This is to show that J W Whitcomb has  
paid one hundred and seven dollars &  
twenty cents (\$107.20) the costs of the suit in  
Chancery brought in the Circuit Court of the  
County of William W Gray wife vs R.  
Martha Vanderpint & others. He said sum  
the said Whitcomb paid A L Pridemore  
Sixty Dollars as shown by his receipt dated  
17<sup>th</sup> July 1871 - the remaining forty seven  
dollars & twenty cents he has this day paid  
me Oct 13<sup>th</sup> 1871

\$107.20

Hagan & Pridemore  
Per J Hagan



Received of A. L. Priemore Commissioner  
two hundred and forty one dollars and eighty cents  
the amount of a note executed by Martha Van-  
deventer to Mr Robinson for purchase of land and  
which said claim was allowed said Robinson  
in the case of Mrs W Geary & wife et als against  
Martha Vandeventer - May 21<sup>st</sup>. 1873.

A. L. Chamberlain Sheriff & admr,  
of Mr Robinson decd



No. (1)  
Le. L. Hamblin

To { Recd \$241.80

A. L. Pridemore



Received of a L. Prelmore commission  
ten dollars <sup>on the</sup> ~~the~~ amount in full  
~~of my claim~~ in his hands as com. due from  
the sales of lands formerly belonging to Wm  
Vanderbent deceased. This Sept. October 7<sup>th</sup> 1873.

Robert L. P. Vanderbent



Robert P. Vanderwater  
10 3/4 Recd. 10 Dec.  
A. L. Primrose



Received of A. L. Pridemore Com<sup>r</sup> in the case of W. H. Young vs  
vs. Martin ~~Tennadventer~~ Twelve dollars Pay fee for taking  
a second account in that cause Sept 6th 1873

Henry J. Morgan Com<sup>r</sup>



No 4.

L. J. Morgan.

To { Receipt: 7/12.

A. S. Preliminary can



Received of John M. Whited the amt  
due, me and Hester Vanderwater for <sup>claims</sup> ~~amounts~~  
due us in the case of W. W. Gary & wife  
vs Martha Vanderwater, et al. Showing a power  
of attorney from said Hester for to receive  
his part. This Oct 30-1874.

W. W. Gary



C. W. W. Yeary  
50 & Receipt in full  
J. M. Whitehead

---



William W. Sage Sheriff administrator <sup>with the will annexed</sup> of the estate  
of William Vandeventer, William W. George, who was  
in his own right and as guardian; Nancy Vandeventer  
Robert B. Vandeventer, William P. Vandeventer and  
Martha Vandeventer (infants of William Vandeventer  
deceased) and Elizabeth George, formerly Vandeventer  
wife of William W. George. D. B. Martha Vandeventer  
Austin Vandeventer, Alexander Vandeventer  
Thomas Vandeventer, Austin Miles, Ursula Miles  
formerly Vandeventer, Larkin Vandeventer, Nancy  
Vandeventer, Robert B. Vandeventer, ~~Nancy Vandeventer~~  
William P. Vandeventer <sup>and William Robinson</sup> and Martha A. Vandeventer,  
Superior in Chy. Make publication at January Term  
Tax paid by. George.



Memorandum  
in  
Vanderinder Case



Virginia.

A circuit Court continued and held for Lee County,  
at the Court house thereof, on Thursday the 7th day  
of September 1876.

W. M. Geary & wife et als Pliffs vs Martha Vandeventer et als Defts. - In chq.  
John M. Whitehead Pliff vs Mr Vandeventer et als Defts. - In chq.

On the application of Thomas J Vandeventer for himself  
and as Guardian for two of the infant defendants in  
the first named cause, leave is granted him to file  
his petition in said causes, claiming that there was  
yet due to them, their shares of the proceeds of the sales  
of the land in the bill and proceedings in said causes  
mentioned, and that said sums were still due from  
the purchaser as a part of the purchase price of said  
land, and upon motion of said Petitioner, and for  
reasons appearing to the Court, a rule is granted  
against John M. Whitehead the purchaser of said  
land to shew cause if any he can, why a sufficiency  
of said land should not be sold to pay to them the  
sums due them, and to require him to answer,  
the several allegations of the said petition. And the  
cause is left open for further <sup>action at this term.</sup>  
A copy.

Teste James W. McAll.



W W young wife et als

vs

North Van derwater et als

and

John M Whitehead

vs

Alexander Van derwater

Rule vs Purchase.

I accept the legal service  
of this rule and waive any  
and every objection which  
I might be entitled to urge  
against it and I have  
no cause to show why  
a sufficiency of said  
land should not be sold  
to pay the debts in the par-  
tition mentioned.

Given under my hand  
this 7<sup>th</sup> day of September  
1896.

J. M. Whitehead

Witness.

Jas W Cox.



William W. Yeary & wife      Comptys  
against

Martha Vandeventer & others Left

I hereby agree that the Depositions taken  
in the above Cause by Henry J. Morgan  
Commissioner may be read as evidence in  
the same. David Miller

David Miller

Guardians ad litem  
for the infant defendants



D. Miller gave  
me letters

---



Know all men by these presents that we R. W. Spencer & D. C. Parrott. are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One thousand and four hundred dollars, for the payment thereof well and truly to be made to the said Commonwealth, we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents. And we hereby waive the benefit of our homestead exemptions as to this bond. Witness our hands and seals, November 27th 1879.

The condition of the above obligation is such that whereas in the Chancery cause of Thomas Vandewater Grant &c plaintiff against John M. Whitehead et al defendants pending in the Circuit Court of Lee County Virginia, there was a sale made of certain lands in said cause at the sum of \$550.00, and which sale has not yet been confirmed, and the said R. W. Spencer offering to raise the said bid upon said land to the sum of Seven hundred dollars. Now if the said Spencer shall cause the said land, at a resale of the same, which has been this day ordered by the said Court, bring at the least, the said sum of Seven hundred dollars, then this obligation to be void, otherwise to remain in full force & virtue.

R. W. Spencer  
D. C. Parrott seal



Thos J Vandeventer  
- Guardian

vs { Bond of R. W. Spencer  
on upset bond

J. M. Whitehead et al

Filed Nov 27<sup>th</sup> 1879.

Jas W Corck.



Virginia

In the clerk's office of the Circuit Court of Lee County,  
the 29<sup>th</sup> day of May 1871.

John M. Whitehead

Plaintiff

vs.

Alexander Vandeventer

Defendant

In Chancery

on Foreign  
attachment

The object of this suit is to recover of the defendant \$560.<sup>00</sup>,  
with legal interest thereon from the 18<sup>th</sup> day of May 1869 till paid  
and the costs of this suit, and to subject to the payment  
thereof the tract of land in the Bill mentioned, which has  
been attached for the purpose. And it appearing from an affidavit  
filed in the cause that the defendant is a non-resident of this Common-  
wealth; he is, therefore, ordered to appear here within one month after  
due publication of this order, and do what is necessary to protect  
his interest in this suit.

At test. John B. West, D. clk.  
A copy. John B. West, D. clk.



John M. Whitehead

no. } order of Publication

Alex<sup>r</sup> Tanderen Ter.



Virginia.

At Rules held in the Clerk's office of the Circuit Court of Seco,  
on Monday the 30<sup>th</sup> day of January 1870

William M. Sage and with the will annexed of William

Vanderwerker deceased and others

Plaintiffs

against

Martha Vanderwerker & others

Defendants

In Chancery

The object of this Suit is, that if all the adult parties give their consent, and the widow of William Vanderwerker deceased will relinquish her life estate in the ~~lands of~~ <sup>land</sup> of said William Vanderwerker, then that the whole tract of land in the bill mentioned be sold, and that as much of the proceeds thereof as is necessary be applied to the payment of outstanding debts against the estate of said William Vanderwerker, and the residue be divided between the parties according to their respective rights, and that portion found due to Nancy, Robert B, William P. and Martha Vanderwerker be turned over to the plaintiff William M. Sage as their Guardian and be directed to invest the same in western lands for their benefit. That should the adults refuse to give their consent as aforesaid, then that the interest or share of the defendants Nancy, Robert B, William P. and Martha A. Vanderwerker in the two thousand dollar tract of land in the bill mentioned be laid off and assigned to them in a body and that the same be sold and the proceeds thereof invested in western lands. That the plaintiffs William M. Sage & wife be allotted their share of said lands to hold in fee simple, and should this all fail then, that as much of said lands be sold as will be sufficient to pay the outstanding debts against said estate including the debt due William Robinson for the balance of the purchase money for said land, and that he then be compelled to convey the legal title thereof, and that the defendant Sarkin Vanderwerker late Executor of said William be required to settle his accounts as such executor and to pay over to the proper parties any sum found due from him and it appearing by affidavits filed in the cause that Houston Vanderwerker, Alexander Vanderwerker, Thomas Vanderwerker, Sarkin Vanderwerker and William Robinson defendants in this cause are non-residents of this



comessoreueth. They are therefore ordered to appear here within  
one month after due publication of this order to do what is necessary  
to protect their interest in this suit

A copy Teste

Henry J. Morgan, D.C.

I certify that on Monday January 12th 1880 that being court day I posted at the door  
of the court house of Lee county a copy of the above order. H. J. Morgan D.C.

at  
3  
Order Recd.

Martha Dandridge

Wm. H. Morgan D.C.



The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Martha Vandewenter, Heston Vandewenter, Alexander Vandewenter, Thomas Vandewenter, Oscar Moiles Ursula Moiles Sarkin Vandewenter, Nancy Vandewenter, Robert B. Vandewenter, William P. Vandewenter, Martha F. Vandewenter and William Robinson*

to appear before the Judge of our Circuit Court for Lee county, at the Court House, in the Clerk's Office, at Rules to be holden for the said court, on the *first* Monday in *February*—

next, to answer a bill in chancery, exhibited in our said court, against *them* by *William W. Sage admr with the will annexed of William Vandewenter decd. and William W. Aycary who sues in his own right and as Guardian for Nancy, Robert B. William P. and Martha Vandewenter, & Elizabeth Aycary*

And have then there this writ. Witness, HENRY J. MORGAN, Deputy for SYLVESTER E. THOMPSON, Clerk of our said Court, at the Court House, this *27<sup>th</sup>* day of *December* 186*9*, in the *94<sup>th</sup>* year of the Commonwealth.

*Henry J. Morgan D.* Clerk.



Wm W. Sage, Adm. & c. et al.

vs. } Spa in Chauncy

Martha Vandeventer et als.

February Rules 1870.

Executed on Obedt Miles

Ursula Miles, Robt Vandeventer,

Martha Vandeventer William

P. Vandeventer Nancy Vandeventer

Martha Vandeventer

by me John H. Allen D.S.

for Wm W. Sage S. & C.





The Commonwealth of Virginia,



TO THE SHERIFF OF LEE COUNTY--GREETING;

WE COMMAND YOU TO SUMMON

*Alexander Vandewater*

to appear before the Judge of our <sup>*Circuit*</sup> ~~County~~ Court for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for the said Court, on the *first* Monday in *October* next, to answer a bill in Chancery, exhibited in our said Court, against *him* by *John M Whitehead*.

And have then there this writ. Witness, JOHN B. WEST, Clerk of our said Court, at the Court-House this *21<sup>st</sup>* day of *September* 1870, in the *95<sup>th</sup>* year of the Commonwealth.

*A copy* *James W Orr, D.* Clerk.

*Teste James W Orr, D. Clerk.*



No 10  
Proper affidavit having been made. The officer serving this  
process is ordered to attach the said Alexander Vandeventers  
interest in William Vandeventers land and the Estate  
so attached, you will hold subject to the future order  
of the Court.

Teste John B. West. Clerk

A copy

Teste John B. West. Clerk





The Commonwealth of Virginia,



TO THE SHERIFF OF LEE COUNTY---GREETING:

WE COMMAND YOU TO SUMMON

*Alexander Vandeventer*

to appear before the Judge of our <sup>*Circuit*</sup> ~~County~~ Court for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for said Court, on the *first* Monday in *October* next, to answer a bill in Chancery, exhibited in our said Court, against *him* by *John M. Whitehead*

And have then there this writ. Witness, JOHN B. WEST, Clerk of our said Court, at the Court-House, this *21<sup>st</sup>* day of *September* 1870, in the *95<sup>th</sup>* year of the Commonwealth.

*James W. Orr* Clerk.



proper affidavit having been made, the officer serving this process is ordered to attach the said Alexander Vanderwerker interest in the William Vanderwerker land, and the estate so attached you will hold subject to the future order of the Court.

Lest John B. West Clerk

140

John M. Whitehead  
vs  
Spa in Chy.

Alexander Vanderwerker

October Rules 1870.

Spot found in the  
common well

JAMES WILEY D<sup>r</sup> for  
Wm. M. Sage & Co



The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING,

WE COMMAND YOU TO SUMMON *Alexander Vandeventer*

to appear before the Judge of our <sup>*Circuit*</sup> ~~County~~ Court, for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for said Court, on the first Monday in *June* next to answer abill in Chancery, exhibited in our said Court, against *him* by *John* *M. Whitehead*

And have then there this writ. Witness, <sup>*James*</sup> JOHN W. ORR, Clerk of our said Court, at the Court-House, this, *29* day of *May* 1871, in the *9th* year of the Commonwealth.

*John B. West, D.* Clerk,



Proper affidavit having been made, the officer serving  
this process will attach the interest of Alex<sup>r</sup>. Vandeventer  
in a certain undivided interest in a certain tract of land  
purchased by Martha Vandeventer & the Est<sup>t</sup> of William  
Vandeventer from one Wm Robinson, situated in Lee Cove  
about 7 miles N. West of Jonesville on Chevent Ridge  
& on the waters of Trading Creek & the estate so attached, you  
will hold subject to the future order of the court. Jno. B. West, D. Ck

John W. Haskins

vs. Alex<sup>r</sup> Vandeventer

Alex<sup>r</sup> Vandeventer

June Term 1871.

Decree on the interest of  
Martha Vandeventer &  
her Est<sup>t</sup> in a certain undivided  
interest in a certain tract  
of land purchased by Martha  
Vandeventer, and the estate  
of William Vandeventer from  
one William Robinson  
situated in Lee Cove about  
7 miles N. W. of Jonesville  
on Chevent Ridge & on  
the waters of Trading  
Creek.

May 29<sup>th</sup> 1871.

L. Adams

for G. J. Adams

Att<sup>y</sup>



# VIRGINIA :

WASHINGTON COUNTY, TO WIT :

I do hereby certify that the annexed Notice has been published  
four weeks successively, ending *June 30<sup>th</sup>* 1871,  
in the "ABINGDON VIRGINIAN," a newspaper published in the  
town of Abingdon, Va. Given under my hand this *3<sup>d</sup>*  
day of *July*, 1871.

*Geo. W. Barr,*  
*Jr Ed "Virginian"*

VIRGINIA:—In the Clerk's office of the Circuit Court of Lee county, the 29th day of May, 1871:

John M. Whitehead,

Ptff.

vs.

Alexander Vandeventer,

Defn.

IN CHANCERY ON FOREIGN ATTACHMENT.

The object of this suit is to recover of the defendant \$560.00, with legal interest thereon from the 18th day of May, 1869, till paid, and the costs of this suit, and to subject to the payment thereof the tract of land in the Bill mentioned, which has been attached for the purpose: And it appearing from an affidavit filed in the cause, that the defendant is a non-resident of this Commonwealth, he is therefore ordered to appear here within one month after due publication of this order, and do what is necessary to protect his interest in this suit.

Teste, JOHN B. WEST, D. Cl'k.

A Copy.—Teste, JOHN B. WEST, D. Cl'k.

June 9, 1871.—4w.